



CITY COUNCIL
Tuesday, April 1, 2025, 7:30 PM
301 SYCAMORE STREET, BROOKVILLE, OHIO 45309
937-833-2135
www.brookvilleohio.com

PUBLIC HEARINGS 8:00 P.M.

Proposed Ord. 2025-06 amending Chapter 1141 Community Center District
Proposed Ord. No. 2025-07 establishing the zoning classification of City Lots 2798, 2799 and 2800

Agenda

I. Opening of Regular Council Meeting

- a. Call to Order
- b. Pledge of Allegiance
- c. Roll Call

II. Adoption of Agenda

III. Approval of Minutes

- a. Approval of March 18, 2025 Regular Meeting Minutes

IV. Reports of Municipal Officers

- a. City Manager
- b. Finance Director
- c. Fire Chief
- d. Police Chief
- e. Law Director
- f. Mayor Chuck Letner

V. Old Business

- a. Third reading of proposed Resolution No. 25-02 entitled "A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING STREET LIGHTING IMPROVEMENTS IN AND ASSESSING ANNUAL STREET LIGHTING CHARGES UPON LOTS LOCATED WITHIN ARLINGTON WOODS II SECTION ONE SUBDIVISION IN THE CITY OF BROOKVILLE, OHIO."
- b. Second reading of proposed Ordinance No. 2025-08 APPROVING AND ADOPTING AN ECONOMIC DEVELOPMENT PLAN TO ESTABLISH THE MEADOWLARK

Mayor Chuck Letner • Vice Mayor James Zimmerlin
Council Members: Stephen Crane • JD Fowler • Dennis Piper • Curt Schreier • Kim Wilder



INCENTIVE DISTRICT AND PROVIDE FOR TAX INCREMENT FINANCING FOR
THE MEADOWLARK SUBDIVISION PROJECT.

VI. New Business

- a. First reading of proposed Resolution No. 25-03 entitled "A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FINDING THAT THE COMMUNITY REINVESTMENT AREA #2 AGREEMENT OF GIANT OHIO LLC DATED JUNE 21, 2017 IS IN COMPLIANCE AND THAT THE COMMUNITY REINVESTMENT AREA AGREEMENT BE CONTINUED."
- b. First reading of proposed Resolution No. 25-04 entitled "A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FINDING THAT THE ENTERPRISE ZONE AGREEMENT OF GREEN TOKAI CO. LTD. DATED MARCH 25, 2016 IS IN COMPLIANCE AND THAT THE ENTERPRISE ZONE AGREEMENT BE CONTINUED."
- c. First reading of proposed Ordinance 2025-09 AN ORDINANCE APPROVING AN APPLICATION FOR A "DESIGNATED OUTDOOR REFRESHMENT AREA" AND ESTABLISHING A "DESIGNATED OUTDOOR REFRESHMENT AREA" IN THE CITY OF BROOKVILLE, OHIO.

VII. Public Comments (5 minutes per speaker)

VIII. Council Comments

IX. Motion for Adjournment

Please note: We welcome comments which are important to us. Anyone who is interested in speaking, please stand, if you are able, and give your name and address for the public record. Each speaker will be given 5 minutes to provide your comments. Comments are welcome on general board business or specific agenda items. You may not donate your time to another speaker. Note, this time is for public comment, and we will not be entering into dialogue at this time. The purpose of this agenda item is for you, the public, to inform us the board about your views. If you have specific factual questions or complaints, please check in with our staff after the meeting. They are seated on the side and will be happy to assist you. We also welcome written questions and comments. We appreciate you attending the meeting and sharing your thoughts with us.

Brookville City Council
Regular Meeting
March 18, 2025

The Regular Meeting of the Brookville City Council was called to order by Mayor Letner at 7:30 p.m. on March 18, 2025. The meeting was held in the City Council Chambers. The Pledge of Allegiance was recited. Members Crane, Fowler, Piper, Schreier, Wilder and Zimmerlin; Manager Kuntz, Law Director Stephan, Finance Director Brandt, Fire Captain Ferguson, Police Chief Jerome and Clerk Duncan were present. Fire Chief Fletcher was absent.

Roll Call by Clerk Duncan.

Motion by Zimmerlin, second by Fowler to accept the Agenda as presented. All yeas, motion carried.

Motion by Piper, second by Fowler to accept the March 4, 2025 Regular Meeting Minutes as presented. Crane yea, Fowler yea, Schreier abstained, Piper yea, Wilder yea, Zimmerlin yea, Letner yea. Motion carried with six yeas and one abstention.

Manager Kuntz advised staff has posted on social media and the city's website regarding the search for volunteers for the Charter Review Commission. A press release was also made to the traditional media platforms. Manager Kuntz reported interested residents can submit a letter of interest either via email or in hard format to the city office no later than March 28.

Manager Kuntz reminded everyone of the annual Park Cleanup event this Saturday, March 22, from 10 a.m. until noon. Montgomery County Combined Waste is providing their Community Trailer for the cleanup and refreshments will be served after the event. Manager Kuntz encouraged the public and staff to participate in this event.

Manager Kuntz congratulated Pepcon on their ribbon cutting ceremony held on March 6, on Sakura Lane. Manager Kuntz reported this is the concrete manufacturer's first facility in Montgomery County and we are grateful they selected Brookville. Manager Kuntz also thanked Pepcon for diving into being a community partner as they've already been engaged with the local Boy Scout Troop to assist with the Golden Gate Amphitheater Project.

Manager Kuntz reported the city's first residential street resurfacing project will be advertised for bidding beginning tomorrow. The bid opening will occur on April 9.

Manager Kuntz reported the Market Street Connection is once again holding their Third Thursday event at Gruenig Park, beginning April 17. This year the event will be held from 5:00 p.m. until 8:00 p.m. Staff will bring the special permit application before City Council in April for final approval. Last year's Third Thursday events were a great addition to the Brookville community and staff looks forward to supporting this program again this year.

Manager Kuntz reported the annual report will be available at the next meeting. If Council desires, each department head can give a brief presentation of their portion of the report over the next few meetings.

Member Fowler commented he has not observed any dust near the new Pepcon plant, which was a concern that was raised during the application process.

Member Zimmerlin inquired about the impact on the City that will result from Montgomery County pausing the EDGE grant programs along with the various other cuts that are trickling down from the federal level.

Manager Kuntz replied potential funding cuts may impact infrastructure projects, but current scheduled projects should continue. Manager Kuntz advised advocacy efforts at the state level are ongoing to bring awareness to the potential impacts of the cuts. Manager Kuntz encouraged City Council to reach out to local state representatives to discuss the implications of decisions on infrastructure improvements.

Finance Director Brandt presented the February 28, 2025 Fund Balance.

Motion by Schreier second by Fowler to approve the February 28, 2025 Fund Balance as presented.

Finance Director Brandt requested Council authorization to transfer \$150,000 from the General Fund to the Street Fund. This transfer is only a portion of the full amount appropriated.

Motion by Fowler, second by Zimmerlin to authorize the transfer of \$150,000 from the General Fund to the Street Fund as appropriated. All yeas, motion carried.

Finance Director Brandt reported we sold the Service Department dump truck on GovDeals for \$12,700. The new one was purchased for \$10,000.

Finance Director Brandt reminded everyone that the City of Vandalia will provide free city income tax assistance to Brookville residents at the Brookville city office during office hours on March 28 and March 29 from 8 a.m. until noon at the city office.

Finance Director Brandt reported we have received \$1,500 in delinquent income tax collection since using the Attorney General's Office.

Fire Captain Ferguson reported we will be participating in the Statewide Tornado Siren test tomorrow at 9:50 a.m. A Hyper-reach message will be out to inform residents of this event.

Police Chief Jerome reported the Police Department has many upcoming crime prevention events, including Walk the Block with a Cop, the 7/11 Slurpee Coupon Program, and First Responder Friday at the schools. Residents should check the department's Facebook page for dates and times of these and other upcoming events.

Police Chief Jerome reported we have hired a new police officer and are at full staff. The Police Department's bike patrol will be expanding soon as several of the new officers have their bike patrol certification.

Law Director Stephan reported proposed Ordinance No. 2025-08 will establish the Meadowlark Incentive District and provide for Tax Increment Financing for the Meadowlark Subdivision project. The Meadowlark Subdivision establishes 111 lots for paired patio homes to be built by Grand Communities LLC/Fischer Homes. The ordinance will establish a 10 year 75% TIF to assist with the cost of public infrastructure for this development. The engineer's estimate of the cost of the public infrastructure for this project is \$3,761,404.00. The TIF funds will come from service payments made by the property owners of the paired patio homes and will be used to assist with the infrastructure costs of the project. Law Director Stephan advised that legal counsel for the developer is requesting that City Council dispense with three readings. The Ordinance will be effective thirty days after its passage by City Council.

Manager Kuntz explained that TIF financing is a mechanism that allows developers to be reimbursed for infrastructure improvements using taxes generated from increased property tax values. TIF benefits cities by increasing property tax revenue and reducing financial risk for the city. The city is not obligated to make payments if the TIF fund is not appropriately funded, and the project must be successful for the developer to receive funds.

Discussion followed. The consensus of Council is not to dispense with the second and third reading of proposed Ordinance No. 2025-08.

Motion by Zimmerlin, second by Wilder to read proposed Ordinance No. 2025-08. All yeas, motion carried.

Motion by Piper, second by Fowler to accept the first reading of proposed Ordinance No. 2025-08. All yeas, motion carried.

Mayor Letner reported he recently had the honor of attending the State of the State address in Columbus and it was very informative.

Mayor Letner reported he and Council Member Piper recently toured the DMAX plant. It is a very impressive operation and a great thing for the City of Brookville.

Motion by Zimmerlin, second by Wilder to read proposed Ordinance No. 2025-03. All yeas, motion carried.

Motion by Fowler, second by Piper to accept the third reading and adopt Ordinance No. 2025-03 entitled "AN ORDINANCE LEVYING ASSESSMENTS FOR DELINQUENT UTILITY BILLS FOR CERTAIN PROPERTIES IN THE CITY OF BROOKVILLE, OHIO." All yeas, motion carried.

Motion by Zimmerlin, second by Fowler to read proposed Ordinance No. 2025-04. All yeas, motion carried.

Motion by Piper, second by Schreier to accept the third reading and adopt Ordinance No. 2025-04 entitled "AN ORDINANCE LEVYING ASSESSMENTS FOR THE CUTTING AND REMOVAL OF WEEDS, VINES, GRASS AND/OR OTHER VEGETATION DURING THE YEAR 2024 FOR CERTAIN PROPERTIES IN THE CITY OF BROOKVILLE, OHIO." All yeas, motion carried.

Motion by Fowler, second by Wilder to read proposed Ordinance No. 2025-05. All yeas, motion carried.

Motion by Wilder, second by Zimmerlin to accept the third reading and adopt Ordinance No. 2025-05 entitled "AN ORDINANCE TO APPROVE AND ADOPT CURRENT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY OF BROOKVILLE, OHIO." All yeas, motion carried.

Motion by Zimmerlin second by Fowler to read proposed Resolution No. 25-02. All yeas, motion carried.

Motion by Fowler, second by Piper to accept the second reading of proposed Resolution No. 25-02. All yeas, motion carried.

Bruce Garber, of 434 Sycamore Street, stated he does not agree with TIF's. He appreciates Council having three readings of proposed Ordinance No. 2025-08.

Mike Hughes, 278 Johnsville Brookville Road, stated he is also not in favor of TIF's. Mr. Hughes asked if the WWTP report from Hazen and Sawyer will be made public. Mr. Hughes stated the Keep if Rural group made recommendations on the zoning of the property on Upper Lewisburg Salem Road and asked when this will move forward.

Ryan Wysong, 445 W. Westbrook Road, thanked City Council for everything they do for the community and stated he is praying for City Council.

Member Fowler encouraged everyone to attend the Park Clean-up Event this Saturday at 10 a.m.

Motion by Zimmerlin, second by Wilder to go into Executive Session per O.R.C. 121.22(G)(1) to consider the employment of a public employee or official. All yeas, motion carried.

Motion by Fowler, second by Zimmerlin to go back into Regular Session.

Motion by Fowler, second by Wilder to adjourn. All yeas, motion carried.

Kimberly Duncan, Clerk

Charles Letner, Mayor

To: Mayor & Council
From: Jack Kuntz, City Manager
RE: Manager's Report
Date: 03/27/2025

The City Council recently received all the letters of interest for the City's Charter Review Commission. At a previous City Council meeting, the Council agreed to place between 7-9 residents on the committee, along with the city's law director and city manager, and to begin moving forward with making recommendations to City Council for possible changes for the city's electors to consider. Staff would request the Council formally appoint the residents selected to the Charter Review Commission so the desired work can commence.

Reminder to any contractors interested in bidding for the city's 2025 Street Resurfacing Project, bid packets can be picked up at the city office or on the city website. Also, a reminder to the entire community that the Second Public meeting for the city's Comprehensive Land Use Plan Update is scheduled for Monday, April 7 at 6-7:30 at the Brookville High School Auditorium.

The city's 2024 Annual Report is now available on the city website. The City Council has also received a digital and hard copy of the report. We'll also be doing presentations of the department's 2024 accomplishments over the next few meetings starting with the police department's report at the May 6 City Council meeting. Thank you to all the department heads and their support staff who worked on their respective reports. Also, thanks to Brittany Ferguson on putting together everything into the final report for City Council.

Chief Jerome discussed briefly at the last City Council meeting all the community outreach the Brookville Police Department is doing in April. We'd like to thank Chief Jerome and the entire Brookville Police Department and personnel for all their hard work on bringing these programs to the community. Building bridges and having positive relationships with the community at large is a key component for the Brookville Police Department and we'd like to pass along our thanks for all of the hard work that goes on behind the scenes and during the events for making these programs available.

Don't forget about the first Third Thursday event scheduled for April 17 at Gruenig Park on Market Street, put on by the Market Street Connection. This event will have local vendors and food trucks from 5-8pm in historic downtown Brookville.

Finally, thank you to the Parks Board and all the volunteers who came out for the annual Parks Cleanup Event on March 22. We'd also like to thank the city's Service Department for all their continued work before and after the event in making sure the city's green spaces are in great shape as the weather begins to warm up.



City of
BROOKVILLE
POLICE

Chief Douglas Jerome

djerome@brookvilleohio.com



Council Meeting Agenda
April 1, 2025

Reportable Incidents

01/01/2024 – 03/26/2024 = 80

01/01/2025 – 03/26/2025 = 143

Citations

01/01/2024 – 03/26/2024 = 106

01/01/2025 – 03/26/2025 = 157

Traffic Stops

March 2024 - 166

March 1, 2025 to date - 120

Brookville Police Department

Incident Arrest Blotter

Arrest Date	Time	Suspect's Name	Address, Charges(s)	Incident ID
03/19/2025	01:51 PM	ZACKARY PARKERSON	AT LARGE, OH 290322: Menacing	2025-00140
03/20/2025	11:30 AM	** JUVENILE **	2 BEACHVIEW DR, BROOKVILLE, OH 45309 292511C3: Drug abuse - marijuana	2025-00141
03/23/2025	04:19 AM	DOUGLAS A. HAUSER	103 BAYVIEW AVE, BROOKVILLE, OH 45309 451119A1: DUI - alcohol/drugs	2025-00144

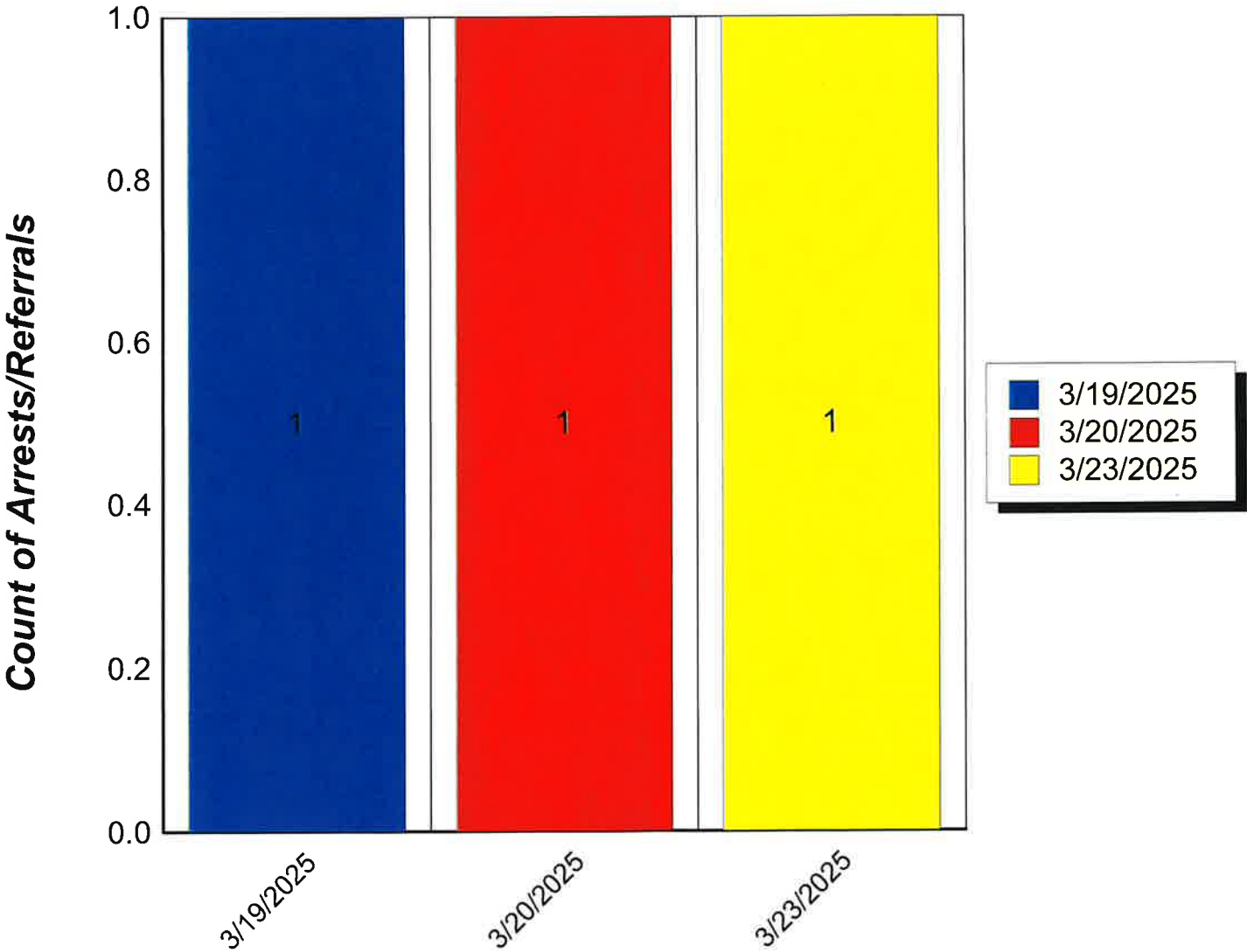
Total Selected = 3

Brookville Police Department

Arrest Log by Date

Arrest Date	Total Arrests
March 19, 2025	1
March 20, 2025	1
March 23, 2025	1
Total Selected = 3	

Arrest Log by Date

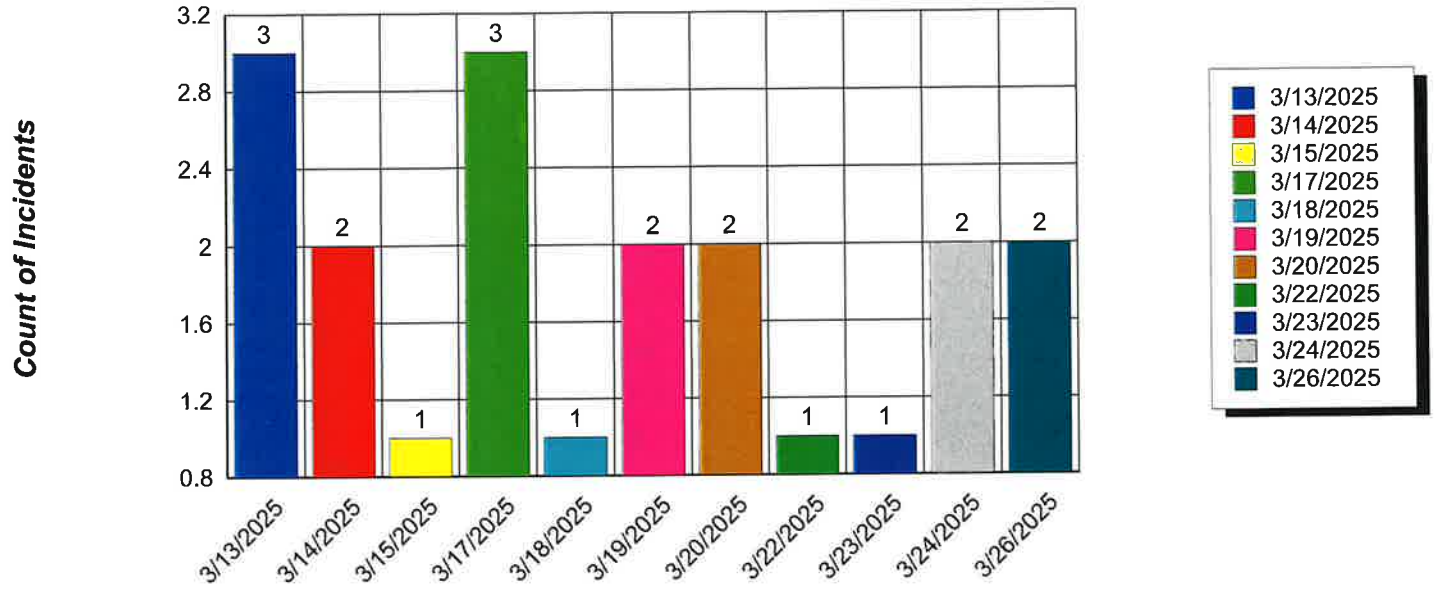


Brookville Police Department

Incident Log by Date Reported

Date Reported	Day of Week	Total Reported
03/13/2025	Thursday	3
03/14/2025	Friday	2
03/15/2025	Saturday	1
03/17/2025	Monday	3
03/18/2025	Tuesday	1
03/19/2025	Wednesday	2
03/20/2025	Thursday	2
03/22/2025	Saturday	1
03/23/2025	Sunday	1
03/24/2025	Monday	2
03/26/2025	Wednesday	2
Total Selected = 20		

Incident Log by Date Reported



Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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March 13, 2025

2025-00129 101 W CAMPUS SIGNAL 53C - PEDESTRIAN CRASH 03/13/2025 03/13/2025
BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
1 N/A 53C - PEDESTRIAN/MOTOR VEHICLE CRASH

2025-00130 428 N WOLFCREEK SIGNAL 18 - DRUG TRAFFICKING 03/13/2025 OPEN CASE
BROOKVILLE PD

2025-00131 545 UPPER LEWISBURG SIGNAL 26I - FOUND PROPERTY 03/13/2025 03/14/2025
SALEM EXCEPTIONALLY CLEARED
BROOKVILLE PD

Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

Total Incidents Reported for Date: 3

March 14, 2025

2025-00132 224 FOOTHILL SIGNAL 26I - INFORMATION REPORT 03/14/2025 03/14/2025
BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

2025-00133 780 ARLINGTON ROAD SIGNAL 55 - TRAFFIC STOP 03/14/2025 03/15/2025
BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
2 N/A 451012 - DRIVING WITHOUT VALID LICENSE
N/A 451016 - FRA SUSPENSION

Total Incidents Reported for Date: 2

March 15, 2025

2025-00134 118 KARRLAND APT 16 SIGNAL 24 - DISORDERLY CONDUCT 03/15/2025 03/15/2025
BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
1 02 291711A4 - Disorderly conduct - interfering with others

Total Incidents Reported for Date: 1

March 17, 2025

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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March 17, 2025

2025-00135 ARLINGTON RD @ I70 SIGNAL 53A - PROPERTY DAMAGE ACCIDENT 03/17/2025 03/17/2025
BROOKVILLE PD EXCEPTIONALLY CLEARED

Offenses UCR Offense Description
1 N/A 451121A - ASSURED CLEAR DISTANCE AHEAD

2025-00136 60 RIDGE ROAD APT 21 SIGNAL 26I - INFORMATION REPORT 03/17/2025
BROOKVILLE PD OPEN CASE

Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

2025-00137 535 STERLING MEADOWS SIGNAL 11 - FRAUD 03/17/2025
BROOKVILLE PD OPEN CASE

Offenses UCR Offense Description
1 06 291302 - Theft

Total Incidents Reported for Date: 3

March 18, 2025

2025-00138 225 W UPPER LEWISBURG SIGNAL 26O - FORGERY 03/17/2025
SALEM ROAD OPEN CASE
BROOKVILLE PD

Offenses UCR Offense Description
1 01 291331A - Forgery

Total Incidents Reported for Date: 1

March 19, 2025

2025-00139 301 SYCAMORE STREET SIGNAL 06B - THEFT 03/19/2025
BROOKVILLE PD OPEN CASE

Offenses UCR Offense Description
1 01 291302A3 - Theft - deception

2025-00140 926 ARLINGTON ROAD SIGNAL 26O - MENACING 03/19/2025 03/19/2025
BROOKVILLE PD ARREST

Offenses UCR Offense Description
1 04 290322 - Menacing

Total Incidents Reported for Date: 2

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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March 20, 2025

2025-00141	1 BLUE PRIDE DRIVE BROOKVILLE PD	SIGNAL 18 - POSSESSION OF DRUGS	03/20/2025	03/20/2025	ARREST
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Offenses UCR Offense Description
1 01 292511C3 - Drug abuse - marijuana

2025-00142	521 VINE ST BROOKVILLE PD	SIGNAL 46 JUVENILE COMPLAINT	03/20/2025	03/21/2025	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 02 215102 - Juvenile offenses

Total Incidents Reported for Date: 2

March 22, 2025

2025-00143	520 ARLINGTON RD BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	03/22/2025	03/22/2025	ARREST
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Offenses UCR Offense Description
1 N/A 35 - WARRANT ARREST

Total Incidents Reported for Date: 1

March 23, 2025

2025-00144	E WESTBROOK RD / MAPLE ST BROOKVILLE PD	SIGNAL 21- OVI	03/23/2025	03/23/2025	ARREST
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Offenses UCR Offense Description
2 02 451119A1 - DUI - alcohol/drugs
N/A 451121 - SPEEDING

Total Incidents Reported for Date: 1

March 24, 2025

2025-00145	152 S ORCHARD ST BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	03/24/2025	03/24/2025	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

2025-00146	419 MARKET STREET APT H BROOKVILLE PD	SIGNAL 26O - CRIMINAL TRESPASS	03/24/2025	03/24/2025	EXCEPTIONALLY CLEARED
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Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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March 24, 2025

Offenses	UCR	Offense Description
2	02	291121 - Criminal trespass
	02	291121 - Criminal trespass

Total Incidents Reported for Date: 2

March 26, 2025

2025-00147	2 BLUE PRIDE DRIVE BROOKVILLE PD	SIGNAL 17 - CHILD PORNOGRAPHY	03/26/2025		OPEN CASE
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Offenses	UCR	Offense Description
1	02	2907321 - Pandering obscenity involving minor

2025-00148	301 SYCAMORE STREET BROOKVILLE PD	SIGNAL 06B - THEFT	03/22/2025		OPEN CASE
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Offenses	UCR	Offense Description
1	01	291321B4 - Misuse of credit card - false representation to is

Total Incidents Reported for Date: 2

Total Selected = 20

RESOLUTION 25-02

A RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING STREET LIGHTING IMPROVEMENTS IN AND ASSESSING ANNUAL STREET LIGHTING CHARGES UPON LOTS LOCATED WITHIN ARLINGTON WOODS II SECTION ONE SUBDIVISION IN THE CITY OF BROOKVILLE, OHIO.

WHEREAS, the City of Brookville City Council (the "Council") has heretofore studied the need to construct street lighting improvements (the "Improvements") to service presently unserved areas in the City of Brookville that are in the process of current or planned development; and

WHEREAS, the proposed Arlington Woods II Section One Subdivision project will be designed to serve the residences to be constructed and located throughout the project area; and

WHEREAS, this Council with and upon recommendation of staff has reviewed and hereby approves the general plans and the detailed plans and specifications required to proceed with the Improvements; and

WHEREAS, this Council has received a duly subscribed and regularly presented request/petition pursuant to Ohio Revised Code Section 727.06 requesting said improvements and including in said request/petition that the annual lighting charge cost of the street lighting improvement be assessed in an equal amount against each benefited lot, the amount to be determined by dividing the total cost per semiannual installment by the number of benefited lots in the district; and

WHEREAS, Council is electing to assess the entire annual lighting charge cost of the street lighting improvement in an equal amount against each benefited lot, the amount to be determined by dividing the total cost per semiannual installment by the number of benefited lots in the district; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO THAT:

SECTION I: This Council hereby declares it necessary for the preservation and promotion of public health and welfare, for the reasons set forth in the preambles hereof, to enter into an agreement with AES/Miami Valley Lighting LLC for full-service lighting and to assess the accumulated annual charge estimated to be \$1064.16 against the lots of Arlington Woods II Section One.

person designated by the Clerk of Council, upon the owners of the lots or parcels of lands to be assessed for the Improvements, by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent.

SECTION X: That the owner of any lot or parcel of land who objects to the amount or apportionment of, or the assessment against such lot or parcel as set forth in the estimated assessment filed under Ohio Revised Code Section 727.12, shall file such objection, in writing, with the Clerk of Council within two weeks from the date of completion of the notice required herein. Such objection shall include the address for mailing of the notice of the creation by the City of an Assessment Equalization Board pursuant to the Ohio Revised Code Section 727.16.

SECTION XI: An owner who fails to file an objection shall be deemed to have waived any objection.

SECTION XII: A copy of this Resolution shall be filed with the Montgomery County Auditor.

SECTION XIII: This Council hereby finds and determines that all formal actions relative to adoption of this resolution were taken in an open meeting of this Council, and that all deliberations of this Council, which result in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION XIV: This Resolution shall take effect upon passage as provided in Section 4.07(A)(2) of the Charter of the City of Brookville.

PASSED this _____ day of _____, 2025.

ATTEST:

KIMBERLY DUNCAN, CLERK

CHARLES LETNER, Mayor

Street Light Proposal

Customer Name: City of Brookville
Attention: Jack Kuntz

Date: 2/12/2025

Proposal Expiration: 3/14/2025

Developer Name: Arcon Builders
Contact Name: Tim Shellabarger (937) 692-6330

Proposal No.: 65653

Project Location: **ARLINGTON WOODS PH 2**

Prepared By: Robyn Livesay

Qty	Description	Price	Total
6	Install and provide full service to Tier I LED Acorn Fixtures	\$688	\$4,128
6	Install and SELL TO THE CITY 12' Direct Bury Poles	\$2,260	\$13,560
Installation Charge (Paid by the Developer)			\$17,688

Developer Underground Options and Proposal Authorization

The Developer agrees to the locations, quantity and installation charges. MVLT will give the Developer the option to install the underground system (conduit, pull boxes and wire) or MVLT will complete the entire project.

Sign below next to the underground option of choice and total installation charge responsibility.		MVLT to Install Underground (Paid by the Developer)	\$30,008
Option 1		Option 2	
MVLT will install street light wire and conduit.		Developer will install street light wire, conduit and pull boxes to MVLT specifications.	
Fixture, Pole and Meter Installation Charges		Fixture and Pole Installation Charges	
TOTAL INSTALLATION CHARGES		TOTAL INSTALLATION CHARGES	
\$30,008		\$0	
\$17,688		\$17,688	
\$47,696		\$17,688	
Signature: _____ (Developer Authorized Signature)		Signature: _____ (Developer Authorized Signature)	
Date: _____		Date: _____	

Street Light Poles/Fixtures
estimated installation time is
24-28 weeks from the date
MVLT receives the signed
proposal, pending material
deliveries.

- PROPOSED LOCATIONS FOR TIER I LED ACORN FIXTURES ON 12' DIRECT BURY POLES (& PULL BOX IF NECESSARY)
- PROPOSED LOCATIONS FOR PULL BOXES (IN ADDITION TO PULL BOXES AT EACH LIGHT LOCATION)
- BORE BETWEEN STREET LIGHTS BETWEEN SIDEWALK AND CURB.

City Proposal Authorization

The City agrees to the locations, quantity and full service lighting charges for this project.

Signature: _____
(City Authorized Signature)
Date: _____

	Monthly Full-Service Lighting Charge	Total Monthly Charge	Total Annual Charge
6 Tier I LED Acorn	\$14.78	\$88.68	\$1,064.16
Total Annual Lighting Charge (Paid by the City on Street Light Bill)			\$1,064.16

*Return Signed Proposal to Robyn Livesay (robyn.livesay@aes.com)

**LIGHTING ASSESSMENT PETITION
ARLINGTON WOODS II SECTION ONE SUBDIVISION
CITY OF BROOKVILLE, OHIO**

TO: THE CITY COUNCIL OF THE CITY OF BROOKVILLE, OHIO

1. We, the undersigned owners of seventy-five (75%) percent or more of the parcels that abut the street or streets on which lighting improvements are being requested, do hereby petition the City Council for the following public improvement:

Installation and maintenance of streetlights for the purpose of making our community more desirable, with such streetlights to be supplied power through a contract that will be funded with monies from the assessment:

Description: Please describe, as thoroughly as possible, the street or streets to be included in the assessment area. This should be accomplished by referring to cross streets, subdivision names, and specific address boundaries, so that an accurate accounting of the affected parcels or lots can be attained.

The streets included with this project are Meadow Glen Avenue.

Number of Affected Parcels: The current number of affected parcels is 2 parcels, County Auditor Parcel No. C05 00314 0065 (8.5190 acres) and County Auditor Parcel No. C05 00314 0057 (15.433 acres). Arlington Woods II Section One Subdivision consists of 26 lots on 10.366 acres subdivided from the above referenced parcels C05 00314 0065 and C05 00314 0057. A copy of the legal description for the parcels is attached as Exhibit A and the proposed Arlington Woods II Section One Subdivision is attached as Exhibit B.

2. We, the undersigned, request that the entire cost of the lighting improvements be assessed equally amongst all abutting property owners as, regardless of the size of the individual lots, each property owner will equally benefit from the safety and aesthetic enhancement provided by streetlights.

3. We, and each of us, further acknowledge and agree, in consideration of the installation and maintenance of the street light improvement, that no property, other than that which abuts the above described streets, will receive special benefits from the improvements, and request that all assessments be limited to the parcels or lots that abut the street on which the improvement will be made.

4. In consideration of the improvement, we and each of us, agree to promptly pay all special assessments as they become due and that the determination of the special assessments by the Council against lots and lands owned by each of the undersigned will be final, conclusive and binding upon each of us.

5. We and each of us, consent and request that these special assessments be levied and collected without limitation as to the value of the property assessed, and waive the following:

(a) Any and all rights, benefits, and privileges specified by Sections 723.03 and 727.06 of the Ohio Revised Code, or by any other provision, restricting these special assessments to thirty three and one-third percent (33 1/3%) of the actual improved value of the lots and lands as enhanced by the improvements to be made;

(b) Any and all resolutions, ordinances and notices required for the making of the improvement, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated costs and the passage of the assessing ordinance, including, but not limited to, the notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24, and 727.26 of the Revised Code; and

(c) Any and all irregularities and defects in the proceedings.

6. We agree and consent to the submittal of petitions executed in duplicate counterparts all of which shall be considered as a single petition.

7. We, and each of us, further consent and request that all legislation required to be enacted to permit the improvements to commence immediately be enacted at a single Council meeting,

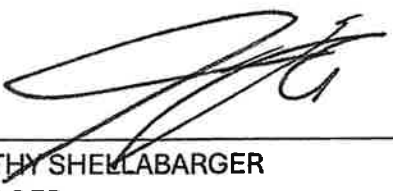
Collection and Submission of Signatures: In order for City Council to consider the petition, all petitioners must provide their name, address, and signature, along with the parcel number(s) or city lot numbers of their property. Each owner of a particular property must sign in order for that parcel or lot to be included in the 75% calculation.

<u>Name(s)</u>	<u>Address of Property</u>	<u>Parcel or Lot Numbers</u>
TERRA NOVA DEVELOPMENT GROUP, LLC	Meadow Glen Ave.	C05 00314 0065 C05 00314 0057

We are petitioning for all lots within Arlington Woods II Section One Subdivision to be included within the street lighting district.

SIGNATURE:

TERRA NOVA DEVELOPMENT GROUP, LLC:

BY: 

TIMOTHY SHELLABARGER

ITS: MANAGER

EXHIBIT "A"

TRACT ONE:

Situate in the City of Brookville, Montgomery County, State of Ohio and being within Section 33, Town 6, Range 4 East and being 8.519 acres out of 80.00 acres (aka Pt. Lot No. 1713 City of Brookville) as conveyed to Werner H. and Barbara L. Werling by deed recorded in MF 87-0239-A03 bounded and described as follows:

Commencing at a 5/8" iron pin found at the northwest corner of Lot No. 2339 which marks the northwest corner of Sterling Meadows Estates Section Seven as recorded in Plat Book 195, Page 14, said iron pin being the True Point of Beginning for the herein after described tract.

Thence with the Westerly line of said Sterling Meadows Estates Section Seven as recorded in Plat Book 195, Page 14, the following eight (8) courses:

- 1) Thence, South 00° 04' 50" West a distance of 386.81 feet to an iron pin found;
- 2) Thence, South 15° 50' 50" West a distance of 20.40 feet to an iron pin found;
- 3) Thence South 75° 49' 38" East a distance of 338.69 feet to an iron pin found;
- 4) Thence South 03° 05' 52" West a distance of 144.39 feet to an iron pin found;
- 5) Thence, South 24° 43' 50" West a distance of 45.10 feet to an iron pin found;
- 6) Thence, South 89° 54' 11" West a distance of 62.83 feet to an iron pin found;
- 7) Thence, South 35° 01' 40" West a distance of 102.78 feet to an iron pin found;
- 8) Thence, South 47° 19' 42" West a distance of 320.21 feet to an iron pin found on the northerly line of Werner H. & Barbara L. Werling's 2.191 acre lot as recorded in MF 98-0769-D12;

Thence, with said Werling's north line, South 88° 41' 56" West a distance of 38.22 feet to an iron pin found at the northwest corner thereof;

Thence, with a new division line through the said Werling's former 80 acre tract, the following six (6) courses:

- 1) Thence, North 42° 40' 18" West a distance of 114.74 feet to an iron pin set;

- 2) Thence, North 47° 19' 42" East a distance of 116.72 feet to an iron pin set;
- 3) Thence, North 42° 40' 18" West a distance of 169.91 feet to an iron pin set;
- 4) Thence, South 86° 39' 51" West a distance of 109.90 feet to an iron pin set;
- 5) Thence, North 00° 25' 40" West a distance of 608.10 feet to an iron pin set;
- 6) Thence, North 22° 41' 56" East a distance of 189.62 feet to an iron pin set on the southerly line of Sterling Meadows Estates Section Four as recorded in Plat Book 177, Page 46;

Thence, with the south line of said Sterling Meadows Estates Section Four and the south line of Sterling Meadows Estates Section Two as recorded in Plat Book 161, Page 12 the following two (2) courses:

- 1) Thence, South 67° 18' 04" East a distance of 229.13 feet to an iron pin found;
- 2) Thence, North 89° 54' 11" East a distance of 36.68 feet, returning to the True Point of Beginning, containing 8.519 acres, more or less.

Survey by Professional Associates, Inc. – M.L. Oxner, Reg. Surveyor No. 6209, September 24, 2003. Iron pins set are 5/8" dia. x 30" L with ID cap. Bearing basis correlated to the south line of Sterling Meadows Estates Section One as North 89° 54' 11" East per Plat Book 157, Page 9.

Subject to all legal highways, easements, conditions and restrictions of record.

Parcel No. C05-00314-0065 (8.519 Acres)

Property Address: Meadow Glen Avenue, Brookville, OH 45309

TRACT TWO:

Situate in the Southeast Quarter of Section 33, Town 6, Range 4 East and the City of Brookville, County of Montgomery, State of Ohio, and being part of Lot 1713 and an original tract of 80 acres as conveyed to Dennis R. and Teresa A. Denlinger, as Co-Trustees of the Dennis and Teresa Denlinger Trust dated July 14, 2020 as recorded in I.R. Deed 23-059765 of the Deed Records of Montgomery County, Ohio and being more fully bounded and described as follows:

Commencing at a railroad spike found at the Southwest corner of the Southeast Quarter of said Section 33 and in the center of W. Westbrook Road, thence with the centerline and south

line of said Section 33, North 88 deg. 41' 56" East a distance of 18.00 feet to a spike found which marks the southwest corner and True Point of Beginning for the hereinafter described tract;

Thence, with the easterly line of Dull Homestead Inc.'s 52.57 acre tract as recorded in D.M.F. 98-355C03 and the westerly line of aforesaid Denlinger's original 80 tract the following three (3) courses:

- (1) North 00 deg. 25' 40" West, passing an iron pin set at 30.00 feet, in all, a distance of 1475.50 feet to an iron pin found;
- (2) North 58 deg. 28' 42" West – 21.21 feet to an iron pin found;
- (3) North 00 deg. 25' 40" West – 128.00 feet to an iron pin found at the Southwest corner of Lot 2063 of Sterling Meadows Estates Section Four as recorded in Plat Book 177, Pg. 46;

Thence, with the southerly line of said Sterling Meadows Estates Section Four, the following two (2) courses:

- (1) North 89 deg. 34' 20" East – 130.00 feet to an iron pin found;
- (2) South 67 deg. 18' 04" East – 319.12 feet to an iron pin found, also being the Northwestern corner of a 8.519 acre tract as conveyed to Dennis R. & Teresa A. Denlinger by deed recorded in I.R. Deed 23-059764;

Thence, with the westerly lines of said Denlinger's 8.519 acre tract, the following six (6) courses:

- (1) South 22 deg. 41' 56" West – 189.62 feet to an iron pin set;
- (2) South 00 deg. 25' 40" East – 608.10 feet to an iron pin set;
- (3) North 86 deg. 39' 51" East – 109.90 feet to an iron pin set;
- (4) South 42 deg. 40' 18" East - 169.91 feet to an iron pin set;
- (5) South 47 deg. 19' 42" West – 116.72 feet to an iron pin set;
- (6) South 42 deg. 40' 18" East – 114.74 feet to an iron pin found which marks the Northwest corner Dennis Scott Denlinger's 2.191 acre lot (Lot 2138) as recorded in I.R. Deed 24-01175;

Thence, with said Denlinger's westerly line, South 00 deg. 05' 49" East, passing an iron pin set at 385.00 feet, in all, a distance of 415.00 feet to a mag nail found in the center of said W. Westbrook Rd. and on the South line of said Section 33;

Thence, with the centerline of W. Westbrook Rd. and Section Line, South 88 deg. 41' 56" West – 543.39 feet returning to the True Point of Beginning, containing 15.433 acres, more or less, of which 0.374 acre being with the right-of-way of W. Westbrook Rd.

Survey by Professional Associates, Inc. – M.L. Oxner Reg. Surveyor No. 6209, July 18, 2024. Bearing basis correlated to the South line of Section 33 as North 88 deg. 41' 56" East per "Werling – Lot 2643" as recorded in Plat Book 230, Page 52. Deed and Plat references recorded in the Recorder's Office, Montgomery County, Ohio. Iron pin set are 5/8" dia. x 30" L with ID cap.

Prior Deed Reference: L.R. Deed 23-059765 Survey Volume 2024, Page 0211.

Parcel No. C05-00314-0057 (Part Lot 1713 - 15.433 Acres)



PROTECTIVE COVENANTS & RESTRICTIONS

PROTECTIVE COVENANTS & RESTRICTIONS

- [illegible]



Flat 244
P. 56A

ARLINGTON WOODS II

SECTION ONE

BEING A REFLECT OF PT. LOT 173 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF BROOK

SECTION 33, TOWNSHIP 6, RANGE 4 EAST
MONTGOMERY COUNTY, PA.

10586 AL

1925. 7. 20

PROFESSIONAL ASSOCIATES, INC.

516 PATRICIA FAYE CT., BROOKVILLE, OHIO 45309

PH: 1937/ 236-1677 (c)

[illegible]

SUPERIMPOSED AREA

PLAT BOOK 244 PAGE

56A

PAGE 2 OF 2

PROFESSIONAL ASSOCIATION
CIVIL ENGINEERS PLANNING &
315 PATRICIA PARK DR. SPOKANE, ID
83402-2448 (208) 325-1234

CITY OF BROOKVILLE
STATE OF OHIO

ORDINANCE NO. 2025- 08

APPROVING AND ADOPTING AN ECONOMIC DEVELOPMENT PLAN; CREATING A RESIDENTIAL TAX INCREMENT FINANCING INCENTIVE DISTRICT TO BE CALLED “THE MEADOWLARK INCENTIVE DISTRICT”; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN THE INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT.

WHEREAS, Ohio Revised Code (“ORC”) Sections 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Statutes”) authorize this Council, by ordinance, to create an incentive district within the corporate boundaries of the City of Brookville, Ohio (the “City”), and declare the improvement to each parcel of real property located within the incentive district to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that benefit or serve, or that once made will benefit or serve, parcels in the incentive district; and

WHEREAS, Section 5709.40(A) of the ORC requires an incentive district to have one or more distress characteristics, which may be defined as inadequate public infrastructure serving the district as evidenced by a written economic development plan for the district; and

WHEREAS, the City desires to create the Meadowlark Incentive District, a residential incentive district (the “Incentive District”), the boundaries of which will be coextensive with the boundaries of, and will include, the Parcels (as defined in Section 2); and

WHEREAS, the City anticipates that approximately one hundred eleven (111) new single-family attached homes will be constructed within the Incentive District (collectively, the “Project”); and

WHEREAS, the area within the Incentive District has been studied and an economic development plan has been prepared for that area (the “Development Plan”), and this Development Plan has been submitted to this Council and has been reviewed by the City Division of Engineering, and the Development Plan contains recommendations addressing land use, housing, and public infrastructure related issues; and

WHEREAS, the City Engineer has certified to this Council that (i) the Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, and (ii) the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District as evidenced by the Development Plan; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Boards of Education of the Brookville Local School District and the Miami Valley Career Technology Center in accordance with and within the time period prescribed in Ohio Revised Code Sections 5709.40 and 5709.83; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Montgomery County Board of Commissioners in accordance with ORC Section 5709.40(E);

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brookville, Ohio, that:

Section 1. Adoption of Development Plan. This Council adopts and approves the Development Plan, and all departments and divisions of the City are authorized to consult and use the Development Plan to establish and provide financing for Public Infrastructure Improvements (as defined in Section 3). A copy of the development plan is attached to this ordinance and additional copies of the Development Plan will be kept on file in the City department of Economic Development.

Section 2. Incentive District Project; Creation of Incentive District. This Council finds and determines that the Project will place additional demand on the Public Infrastructure Improvements. Pursuant to the TIF Statutes, this Council creates the Incentive District, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in **Exhibit A** (as currently or subsequently configured, the "Parcels," with each individual parcel a "Parcel").

Section 3. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in the Development Plan, as described in **Exhibit B** (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as the "public infrastructure improvements" made, to be made or in the process of being made by the City or that would otherwise benefit or serve, or that once made will benefit or serve, the Parcels and finds that the Project to be undertaken within the Meadowlark Incentive District will place additional demand on the herein designated public infrastructure improvements.

Section 4. Authorization of Tax Exemption; Life of Incentive District. Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council declares that 75% of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in ORC Section 5709.40(A)) is a public purpose and exempt from taxation for a period coextensive with the life of the Incentive District. The life of the Incentive District commences with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for

any Parcel within the Incentive District were it not for the exemption granted in this Ordinance and ends on the earlier of (a) ten (10) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes.

Section 5. Service Payments. As provided in ORC Section 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Montgomery County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 4, including any penalties and interest (collectively, the "Service Payments"). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 7.

Section 6. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC Section 5709.43, the Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the County Treasurer will deposit the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels and not required to be distributed to either the School District or Montgomery County pursuant to Section 7 of this Ordinance. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Statutes and this Ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC Section 5709.43.

Section 7. Tax Increment Financing Agreement. The Council hereby authorizes and directs the Mayor and Director of Finance, and other appropriate officers of the City, to enter into the Tax Increment Financing Agreement, in substantially the form attached hereto as Exhibit C, between the City and Grand Communities, LLC to provide for the installation of the Public Infrastructure Improvements and for the reimbursement of expenses incurred in the acquisition, construction, and installation of the Public Infrastructure Improvements by Grand Communities, LLC.

Section 8. Further Authorizations. This Council hereby authorizes and directs the City Manager, the Law Director, the Director of Finance, or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the City Manager, the Law Director, the Director of Finance or, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 9. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were

taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 10. Effective Date. This Ordinance shall be in full force and effect immediately upon the expiration of ten days after first publication of the notice required by ORC Section 731.20.

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date: _____

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

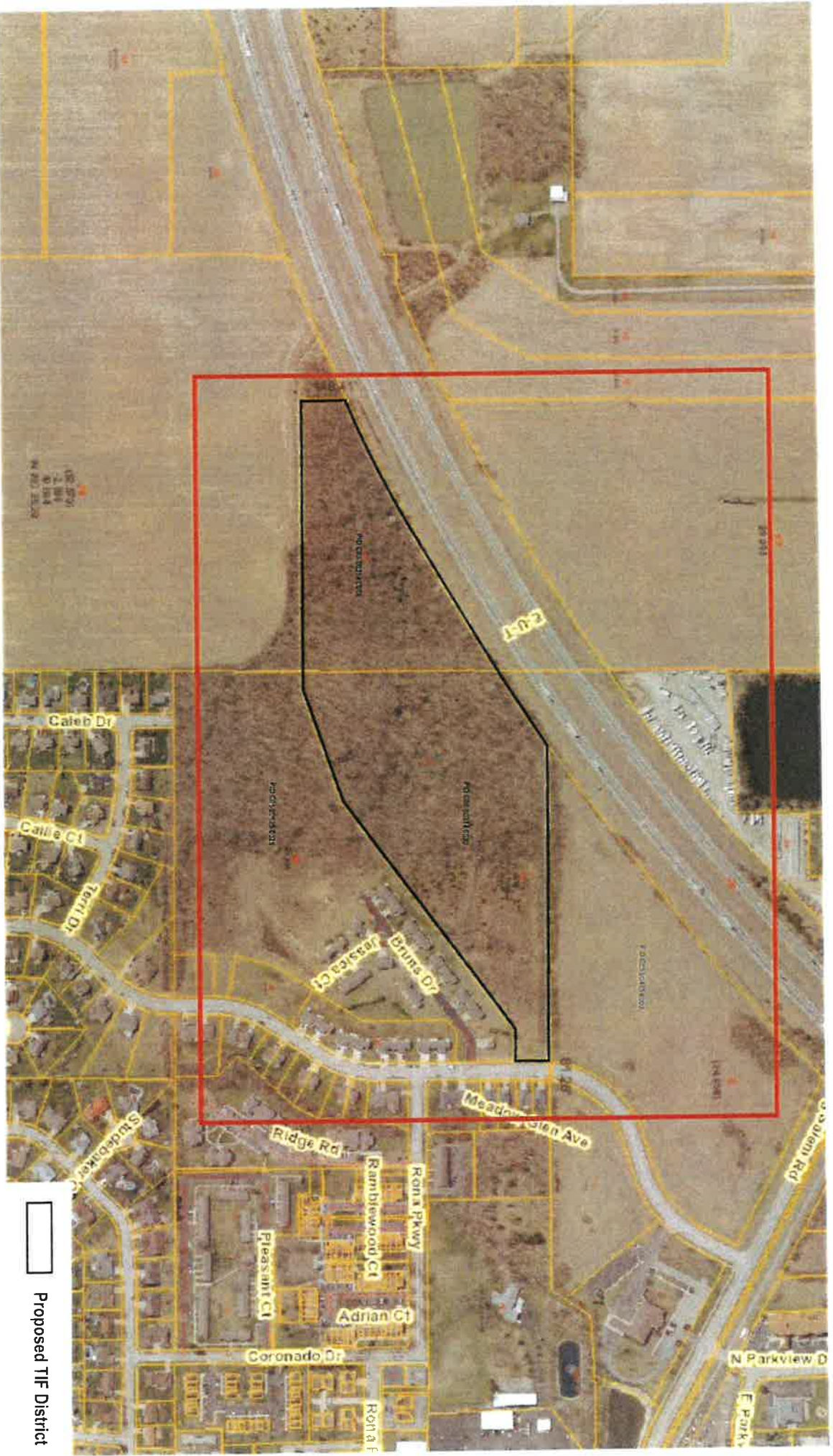
The enclosed area on the following map specifically identifies and depicts the Parcels and the boundaries of the Incentive District, and constitutes part of this Exhibit A. The following Parcel Numbers are as of March 12, 2025, and are included for ease of reference only.

Parcel Id No.

C05003140056

C05003140020

Map of Incentive District on Following Page



Grand Communities, LLC

Meadowlark Brookville, Ohio

Deinated Overlay - 111.65 Acres

 Proposed TIF District



October 9, 2024

EXHIBIT B
DEVELOPMENT PLAN

See Attached

CITY OF BROOKVILLE, OHIO
MEADOWLARK DEVELOPMENT PLAN
RESIDENTIAL INCENTIVE DISTRICT

March 18, 2025

The Plan

The purpose of this Economic Development Plan (this “Plan”) is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving a proposed residential tax increment financing incentive district is inadequate to meet the development needs of the district. This Plan has been developed to continue the efficient and effective development of the City of Brookville, Ohio (the “City”).

Proposed Development

This Plan relates to a one hundred eleven (111) lot residential development in the City on approximately 37.208 acres, known as the Meadowlark subdivision being located on Montgomery County Auditor Parcel Id No C05003140020 and C05003140056.

The property for this development is referred to herein as the “Meadowlark Property” or as the “Property.” The Meadowlark Property is undeveloped vacant land. Creating a new, single family attached residential development will introduce a new and stabilizing development for the area and increase the population and tax base of the City.

The current development plan for this project is contained in Attachment A.

Proposed Incentive District

The City is considering the creation of a residential Tax Increment Financing (TIF) Incentive District (the “Incentive District”) encompassing the proposed residential development. The Incentive District will help to: (1) use quality architecture and design; (2) permit the development of high quality, single family attached housing; (3) enhance the City’s roadway system by providing for public infrastructure improvements necessary for the preservation and advancement of the public health, safety, and well-being; (4) create established neighborhoods that will continue to grow over time; (5) facilitate the additional investment in and development of residential neighborhoods within the Incentive District; and (6) increase the City’s collection of income taxes and, over time, real property taxes.

A map, and overlay, of the Incentive District is attached as Attachment B.

Public Infrastructure Improvements

The site, being vacant land, does not currently contain infrastructure necessary to support a housing development, such as any road ways, sewer lines, or water utility access. Payments in lieu of taxes collected from the proposed Incentive District will fund public infrastructure improvements necessary to support residential development, including, without limitation, the following improvements:

excavating, paving, constructing and installing curbs and gutters, public utilities which include water mains, sanitary sewers, and storm sewers, street lighting, sidewalks, bikeways, landscaping, traffic signalization, and also including design and other related costs, any right-of-way acquisition

and construction, erosion and sediment control measures, grading and other related work, survey work, soil engineering and construction staking, and, in each case, all other costs and improvements necessary and appurtenant thereto, all of which will directly benefit, or that once made will directly benefit, the Incentive District and constitute Public Infrastructure Improvements as defined in Ohio Revised Code Chapter 5709.40.

Analysis and Assessment

The proposed residential developments described in this Plan will help the City: (1) to enhance the City's infrastructure network by extending infrastructure to a vacant site, and (2) play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive District will assist in financing public infrastructure improvements necessary for the growth and development of the proposed project.

By bringing infrastructure to a previously vacant site, the City will enhance its existing roadway system. Additionally, the proposed residential development will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

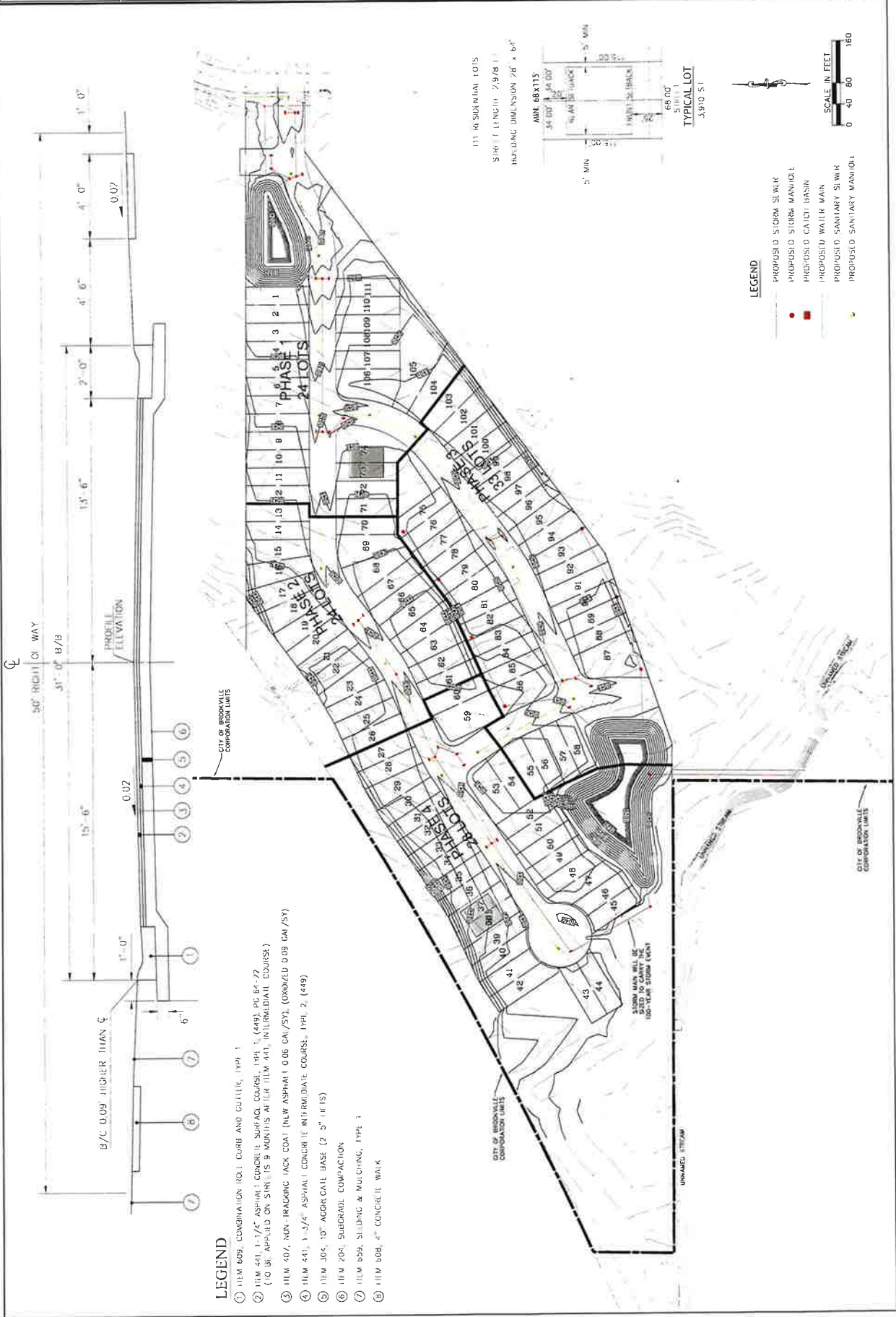
Residential development has been identified as a critical catalyst to the City's economic development success, and the proposed development area will serve as a foundation for success in the economic development of the City. The residential development will provide the desired housing for population growth, while the public infrastructure improvements will support the residential development and provide new economic development in the City. The proposed Incentive District is located on undeveloped land and in an area identified by the City for growth and development. The project will provide critical economic development components as the City's population and commercial activity increases.

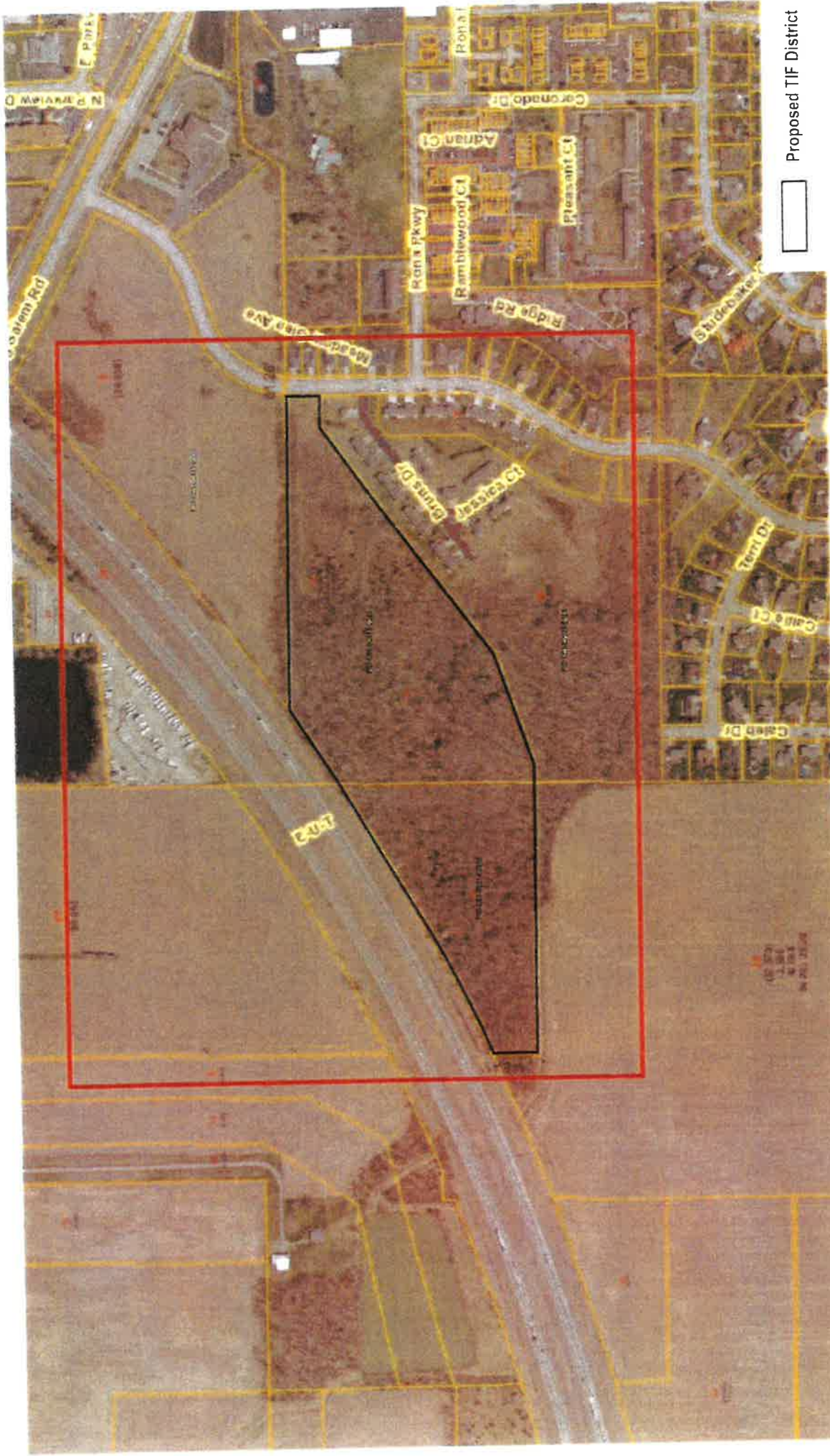
Attachments

Attachment A: Current development plans for the Residential Development

Attachment B: Map of Incentive District

13586311.2





Proposed TIF District



October 9, 2024

Gravel Communities, LLC

Meadowlark Brookville, Ohio

Delineated Overlay - 111.65 Acres

EXHIBIT C
TAX INCREMENT FINANCING AGREEMENT

See Attached

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this "Agreement"), made and entered into as of this ____ day of _____, 2025, by and between THE CITY OF BROOKVILLE, OHIO (the "City"), a municipality and political subdivision organized and existing under the Constitution and the laws of the State of Ohio and GRAND COMMUNITIES, LLC, a Kentucky limited liability company, an affiliate of Fischer Homes, Inc., a Kentucky corporation, (the "Developer").

WITNESSETH:

WHEREAS, the Developer currently owns or controls certain parcels of real property located within the corporate boundaries of the City, as more particularly described and depicted in Exhibit A (hereinafter the "Property") attached hereto; and

WHEREAS, the Developer is planning on constructing a single family attached housing development on the property in one or more phases, as further described as Exhibit B attached hereto (the "Project"); and

WHEREAS, the Project is currently anticipated to consist of approximately one hundred eleven (111) single family attached homes upon completion, which such homes will consist of one of the Developer's Paired Patio Collection or similar home design; and,

WHEREAS, in order to successfully develop the Property, it is necessary to construct or to cause to be acquired and constructed certain public infrastructure improvements the City and the Developer agree will directly benefit the Property, as further described in Exhibit C, attached hereto; and

WHEREAS, the City, by Ordinance no. ____-2025 (the "TIF Ordinance"), a copy of which is attached hereto as Exhibit D, has established the Meadowlark Tax Increment Financing Incentive District (the "TIF District") and declared that seventy-five percent (75%) of the increase in the assessed value of the TIF District subsequent to the date set forth in said ordinance (such increase hereinafter referred to as the "Improvement," as further defined in Ohio Revised Code ("ORC") Section 5709.40(A) and is a public purpose and is exempt from taxation for a period of ten (10) years commencing in the tax year in which an exempted improvement first appears on the tax list and duplicate of real and public utility property, all in accordance with the requirements of the Ohio Revised Code and the TIF Ordinance (the "TIF Exemption"); and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interest of the City to provide for the current owner and any future owners of the parcels within the TIF District to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the "Service Payments") to the Montgomery County Treasurer (the "County Treasurer") in accordance with the provisions of ORC 5709.40, 5709.42, and 5709.43 (the "TIF Statutes"), which Service Payments will be used to pay costs

of acquisition and construction of the Public Infrastructure Improvements in accordance with the TIF Ordinance; and

WHEREAS, the City and Developer wish to enter into a Service Agreement substantially in the form attached hereto as Exhibit E, documenting the requirement of Owners, as herein after defined, to make Service Payments; and

WHEREAS, to provide for the collection of the Service Payments and to enable the Public Infrastructure Improvements to be acquired and constructed as further detailed in this agreement, in each case with respect to the Property, the parties hereto desire to enter into this Agreement on the terms as hereinafter provided; and

WHEREAS, the City desires the Developer to acquire and/or construct, or to cause to be acquired and/or constructed, the Public Infrastructure Improvements as further detailed herein, and has authorized the execution of this Agreement.

WHEREAS, the execution of this Agreement on behalf of the City has been authorized by Ordinance No. ____-2025 passed by City Council on _____, 2025.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Developer to proceed with the acquisition and construction of the Public Infrastructure Improvements, the parties hereto agree to the foregoing and as follows:

Section 1. Service Payments. The Developer, upon acquisition of the Property and in such case in its capacity as the owner of the Property (the Developer, in such capacity, and each such future owner of the Property, is referred to herein individually as an "Owner" and collectively as the "Owners"), hereby agrees to make Service Payments attributable to its period and portion of ownership of the Property, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance and any subsequent amendments or supplements thereto (including but not limited to any extensions of the term of the TIF Exemption by the City). Service Payments will be made semi-annually to the County Treasurer (or to such treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Property. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to the Property if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. An Owner will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to the Property, whether pursuant to Ohio Revised Code Section 5709.40 et.al, or this Agreement.

The City and the Owners agree that the Public Improvement Tax Increment Equivalent Fund referred to in the TIF Ordinance (the "Fund") will receive the Service Payments. The Service Payments deposited in the Fund will be used in the following order of priority: (i) payment of amounts required to be paid to the County Auditor for fees associated with the collection and disposition of the Service Payments, and (ii) upon the satisfaction of the conditions in Section 5, any remaining Service Payments on deposit in the Fund (the "Available Amounts") will be used to pay the Reimbursement Obligation (as defined in Section 4) to the Developer.

For the avoidance of doubt, the Developer acknowledges that it has no right to receive any funds other than Available Amounts. The City will use good faith efforts to make payments owing to the Developer within sixty (60) days of a deposit of Available Amounts into the Fund.

Notwithstanding anything herein or elsewhere to the contrary, to the extent not otherwise repaid, the Reimbursement Obligation will be deemed paid in full upon the termination of the term of the TIF District and final payment of Available Amounts remaining in the Fund. Thereafter, the parties will have no further obligations under this Agreement and this Agreement shall be deemed to have terminated, except for any obligations of the Developer under Section 12 which by their terms survive termination of this Agreement.

All determinations of Available Amounts will be made in the sole and absolute discretion of the Fiscal Officer of the City of Brookville (the "Fiscal Officer"), but shall be made pursuant to this Agreement, and such determinations will be binding on the Developer. With each distribution of Available Amounts to the Developer under this Agreement, the City shall provide a settlement statement with respect to such payment.

Section 2. Exemption Applications. The City and the Developer agree that the Developer shall be primarily responsible for the preparation of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. The City agrees to assist the Developer in the execution and filing of such applications and supporting documents with the County Auditor. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments. The Developer authorizes the City to file any applications necessary to obtain from time to time those exemptions.

Section 3. Public Infrastructure Improvements. The Developer will be solely responsible for the acquisition and construction of the Public Infrastructure Improvements. The Developer or its assignee will enter into all design and construction contracts in its own name and not in the name of the City. The Developer will be responsible for complying with

any applicable requirements of Chapter 4115 of the Ohio Revised Code with respect to the construction of the Public Infrastructure Improvements.

Section 4. Nature of Reimbursement Obligation. This Agreement evidences the City's obligation to reimburse the Developer in an amount equal to the Developer's incurred costs, as approved by the Fiscal Officer pursuant to Section 5, in undertaking the acquisition and installation of the Public Infrastructure Improvements in an amount not to exceed \$3,761,404.00 in accordance with the schedules attached as Exhibit C (the "Reimbursement Obligation"). The Reimbursement Obligation is a special obligation of the City, payable solely from Available Amounts deposited in the Fund.

No payment obligations of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Reimbursement Obligation.

Section 5. Conditions Precedent to Payments for Public Infrastructure Improvements. The City's obligation to make payments to the Developer under Section 4 commence when all of the following conditions have been met for the Public Infrastructure Improvements:

(a) For costs of the land acquisition, a certification to the City of the acquisition costs of the Property signed by an authorized officer of the Developer, together with such evidence reasonably required by the Fiscal Officer to evidence the costs of acquiring that portion of the Property which will be dedicated in connection with Public Infrastructure Improvements, including settlement statements and title insurance policies showing title vested in the name of the Developer. Costs of land acquisition shall be added to the Reimbursement Obligation on the date the Fiscal Officer approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably withheld. Costs of land acquisition included in the Reimbursement Obligation shall not exceed the amount shown on Exhibit C.

(b) For costs of construction of the Public Infrastructure Improvements, a certification to the City that all such Public Infrastructure Improvements have been completed and the total costs of such Public Infrastructure Improvements signed by an authorized officer of the Developer, together with such evidence reasonably required by the Fiscal Officer to evidence the costs of such Public Infrastructure Improvements and the completion thereof, including inspection reports (if any), and copies of invoices and proof of payment. Costs of such Public Infrastructure Improvements shall be added to the Reimbursement Obligation on the date the Fiscal Officer approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably conditioned, delayed, or withheld. Costs of such Public Infrastructure Improvements included in the Reimbursement Obligation shall not exceed the amounts shown on Exhibit C; provided, however, that savings in one category may be redistributed by the Developer to cost overruns in other categories, as certified to the City by the Developer from time to time.

For purposes of this Agreement, "costs" of the Public Infrastructure Improvements reimbursable to the Developer include the items of "costs of permanent improvements" set forth

in Section 133.15(B) of the Ohio Revised Code and incurred by the Developer, directly or indirectly, except as set forth herein. These reimbursable "costs" of the Public Infrastructure Improvements include, but are not limited to: (1) the Developer's design costs (2) construction costs, (3) costs associated with any warranties for the Public Infrastructure Improvements, (4) inspection and design review fees, and (5) permit fees.

Section 6. Certain Representations and Warranties of Developer. The Developer hereby covenants, represents, and warrants as of the date of delivery of this Agreement that:

(i) It (a) is a limited liability company duly authorized to conduct business, validly existing, and in good standing under the laws of the State of Ohio, and (b) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(ii) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder, and acquire and construct the Public Infrastructure Improvements, and it has duly executed and delivered this Agreement.

(iii) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (a) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule, or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (b) have been duly authorized by all necessary action on its part.

(iv) There are no actions, suits, proceedings, inquiries, or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Project, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Project.

(v) Neither it nor any person, company, affiliated group or organization that holds, owns, or otherwise has a controlling interest in it has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. It acknowledges receipt of a current version of the Terrorist Exclusion List, and it shall provide to the Village a fully completed and executed Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization, utilizing the current form provided by the Ohio Department of Public Safety.

(vi) It is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517.

(vii) The Developer is in compliance with Ohio Revised Code Section 5709.832, with regard to ensuring and abiding by all applicable non-discrimination policies and requirements, as required by law.

(viii) The Developer shall comply with all applicable federal and state prevailing wage laws with regard to the Public Infrastructure improvements contemplated in Exhibit C, attached hereto.

Section 7. Certain Representations and Warranties of the City. The City hereby covenants, represents and warrants as of the date of delivery of this Agreement that:

(i) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(ii) The TIF Ordinance, following satisfaction of all requisite notice periods and obligations, has been duly adopted by the City, has not been amended, modified, or repealed, and is in full force and effect.

(iii) It has and will have full power and authority (i) to execute, deliver, observe, and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (ii) to enter into, observe, and perform the transactions contemplated by this Agreement and those other instruments and documents.

(iv) The City will take no action that would otherwise result in a reduction of Service Payments or corresponding compensation due under this Agreement, for the term that this Agreement is in effect.

Section 8. Provision of Information. The Developer agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Developer with the terms of this Agreement. The Developer further agrees to cooperate in all reasonable ways with and to provide necessary and reasonable information to the City to enable the City to submit the status report required by the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31st of each year.

Section 9. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents, or approvals given, required, or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given

hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications must be sent. The present addresses of the parties follow:

(i) As to the City:

City of Brookville, Ohio
301 Sycamore Street
Brookville, Ohio 45309
Attention: City Manager

(ii) As to the Developer:

Grand Communities, LLC
3940 Olympic Blvd. Suite #400
Erlanger, Kentucky 41018
Attn: Michael Kady, President

Section 10. Successors; Assignment; Amendments; City Consents. This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of all parties hereto; provided, however, that the Developer may, without the consent of the City, assign its rights and obligations under this Agreement to a lender for the purpose of obtaining financing for the Project, as long as such an assignment provides that the Developer remains liable for all of its obligations under this Agreement. The City will cooperate with any reasonable assignment request by a lender in connection with that financing. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Property to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent or agreement of the City to be given under this Agreement must be given by the City Manager and must be given in writing.

Section 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations, and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation, or agreement will be deemed a covenant, stipulation, obligation, or agreement of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity, and neither the members of the City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations, or agreements of the City or the Developer contained in this Agreement.

Section 12. Default, Remedies, and Cure Period.

A. **Event of Default.** Any one or more of the following constitutes an “Event of Default” under this Agreement:

(i) The Developer fails to perform or observe any material obligation under this Agreement, and failure by Developer to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the “Cure Period”); provided, however, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City’s initial notice of default; and

(ii) The Developer makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made; and

(iii) The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property related to the Project;

(iv) The Developer makes a general assignment for the benefit of creditors;

(v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or

(vi) The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any state relating to the relief of debtors.

B. **Remedies.** Upon the occurrence of an Event of Default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof, whereupon the Reimbursement Obligation shall be deemed paid in full, and/or (ii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. Developer shall be liable for all costs and damages, including, without limitation, attorneys’ fees, suffered or incurred by the City as a result of a default or Event of Default of Developer under this Agreement or the City’s termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

Section 14. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, said provision will be fully severable. This Agreement will be constructed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable

provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible that is and will be legal, valid, and enforceable.

Section 15. Separate Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 17. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its employees, contractors, subcontractors, and agents, and an Owner, its employees, contractors, subcontractors, and agents, and a Developer, its employees, contractors, subcontractors, and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the City and the Developer have caused this Tax Increment Financing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF BROOKVILLE, OHIO

Printed: Jack Kuntz

Title: City Manager

Grand Communities, LLC, a Kentucky
Limited Liability Corporation

Printed: Michael W. Kady

Title: President

Approved as to Form:

Rodney Stephan
City of Brookville Law Director

**FISCAL OFFICER'S CERTIFICATE
CITY OF BROOKVILLE, OHIO**

The City has no obligation to make payments pursuant to the foregoing Agreement except for payments from Service Payments collected and deposited into the Fund and has no obligation to make any payments under this Agreement in Fiscal Year 2024. Accordingly, as fiscal officer for the City of Brookville, Ohio, I hereby certify that during Fiscal Year 2024 no funds are required to meet the obligations of the City under the foregoing Agreement or to be lawfully appropriated for the purposes thereof or available in the treasury of the City, in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: _____, 2025

Michelle Brandt, Fiscal Officer

Dated: _____

EXHIBIT A
PROPERTY DEPICTION

EXHIBIT B
PROJECT DEPICTION/SITE PLAN

EXHIBIT C

SCHEDULE OF INFRASTRUCTURE IMPROVEMENTS AND COST SUMMARY

EXHIBIT D
TIF ORDINANCE AND TIF DISTRICT MAP

EXHIBIT E
FORM OF SERVICE AGREEMENT

(ABOVE LINE FOR RECORDER'S USE ONLY)

**SERVICE AGREEMENT AND
DECLARATION OF CONTINUING PRIORITY LIENS**

THIS SERVICE AGREEMENT AND DECLARATION OF CONTINUING PRIORITY LIENS (this "Service Agreement and Declaration") is made as of the ____ day of ____, 2025 by and between Grand Communities, LLC, a Kentucky limited liability company authorized to transact business under the laws of the State of Ohio ("Developer") and the City of Brookville, an Ohio municipality and political subdivision (the "City").

Recitals:

A. Developer is the current legal and beneficial owner of all of that certain real property situated in the boundaries of the City and more fully described on Exhibit A hereto incorporated herein by this reference (the "Property").

B. Developer (together with any successor or assign of any or all of the interest of Developer in or to the Property, the "Owner") and the City are the parties to that certain Meadowlark TIF Agreement dated as of ____, 2025 (the "Development Agreement") relating to the creation of the Meadowlark TIF District and the use of such Statutory Service Payments (as defined below) as may be generated thereby.

C. In accordance with the terms of the Development Agreement, and in order to establish the Meadowlark TIF District, the City passed its Ordinance No. ____ on ____ (the "TIF Ordinance") pursuant to Ohio Revised Code Section 5709.40(C), creating a tax increment financing exemption with respect to certain parcels of real property inclusive of the Property (the Development Agreement and the TIF Ordinance, each as in effect from time to time, are hereinafter referred to collectively as the "TIF Documentation").

D. Pursuant to the TIF Documentation, certain real property taxes with respect to the Property have been exempted by the City, and the City has required and the Owner agrees to make certain service payments in lieu of taxes in amounts equal to those exempted taxes relating to the

Property to the Treasurer of Montgomery County, Ohio for credit to the account of the City (as further defined herein, "Statutory Service Payments").

E. As described further in the Development Agreement, the City will, *inter alia*, and from Statutory Service Payments received, reimburse the Developer for the costs of construction of certain public infrastructure improvements necessary for the orderly development of the Property, in accordance with the applicable terms of the TIF Documentation (the "Reimbursement Payment").

F. The obligations of the Owner to pay Statutory Service Payments and to fulfill all other obligations set forth in this Declaration are irrevocable and attach to and run with the Property, for the benefit of the City, and its assignees.

Service Agreement and Declaration:

NOW, THEREFORE, in consideration of the foregoing Recitals, the "TIF Exemption" (defined below) provided by the City and the provision of the Reimbursement Payment, the Owner hereby declares and agrees as follows:

1. Definitions. As used in this Service Agreement and Declaration, in addition to terms defined elsewhere herein or by reference to the TIF Documentation, the following terms, shall have the following meanings:

"Assessed Valuation" means, for any given tax year, the taxable value of the Property as such value is determined from time to time by the Montgomery County, Ohio Auditor.

"Improvements" means any increase in the Assessed Valuation of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under Ohio Revised Code Section 5709.40 were it not for the exemption granted by that legislation.

"Service Payments" means the Statutory Service Payments as authorized by the TIF Ordinance.

"TIF Act" means applicable provisions of Sections 5709.40 *et seq.*, 5709.43, and related provisions of the Ohio Revised Code, all as enacted and amended from time to time.

"TIF Area" means the real property exempted from taxation pursuant to the TIF Ordinance.

"TIF Exemption" means the exemption by the City of the Improvements to the TIF Area, including the Property, from real property taxation pursuant to the TIF Act and the TIF Ordinance, in accordance with and subject to the terms thereof and of the TIF Documentation.

2. Declaration of Obligations and Encumbrance. Developer, as Owner, hereby declares and agrees, for the benefit of the City, as covenants running with and binding on the Property, and on each Owner from time to time of any or all of the Property, and any interest therein, that:

(i) In accordance with the TIF Ordinance, each Owner shall make (or cause to be made) each and all of the Statutory Service Payments to, or for credit to the account of, the City, at or prior to the time when the same shall be due and payable pursuant to such TIF Ordinance. Any late payments of Statutory Service Payments will be subject to the penalties and interest as required by the TIF Act and the TIF Ordinance.

(ii) The Owner shall pay (or cause to be paid), on or before the dates due, all real property taxes and assessments imposed by a governmental authority with respect to the Property and the improvements located thereon, and shall file or cause to be filed all appropriate information and returns required in connection therewith.

(iii) The Owner hereby consents to the City filing any and all requisite exemption forms on behalf of and "with consent" of the Owner as contemplated by Ohio Revised Code Section 5709.911, including but not limited to, an Ohio Revised Code Section 5709.911 Notice and appropriate Ohio Department of Taxation tax exemption application.

(iv) With the exception of the TIF Exemption, and unless the Reimbursement Payment shall have been made in full, the Owner shall not, for the duration of the TIF Exemption, apply for, seek, or accept any other real property tax exemption with respect to the Property or any of the Improvements thereon without the consent of the City.

3. Term. This Service Agreement and Declaration shall remain in full force and effect until the final Statutory Service Payments are made in accordance with the terms hereof and of the TIF Ordinance. After such final payments are irrevocably paid in accordance with the terms hereof and of the TIF Ordinance, this Service Agreement and Declaration shall cease and terminate without the need for any further instrument of termination.

4. Enforcement: Lien Rights. The provisions of this Service Agreement and Declaration may be enforced by the City or the Montgomery County, Ohio Treasurer (collectively, the "Obligees"). It is the intention and agreement of the Owner that, in accordance with the TIF Documentation, this Service Agreement and Declaration and the covenants herein shall be specifically enforceable by each of the Obligees by mandatory injunction or any other remedy at law or in equity. The Owner specifically acknowledges that the Statutory Service Payments are secured by the statutory lien imposed in or pursuant to Ohio Revised Code Section 5709.91 and the authorities therein mentioned. It is the further intention and agreement of the Owner that this Service Agreement and Declaration shall constitute, and be deemed to be, and the Owner hereby

imposes on the Property, a lien encumbering and running with the Property to secure the obligations of the Owner to make Statutory Service Payments (and, if applicable, pay interest and penalties) and that lien is intended to have the same lien and priority rights as real property taxes; and the Owner (for itself and its successors in interest) agrees not to contest such lien rights or priority. In furtherance of the foregoing, each of the Obligees may, upon the Owner's default of such obligations, and without limiting any other right or remedy otherwise available to such Obligee, foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages or delinquent real property taxes.

5. Binding Effect. The provisions of this Service Agreement and Declaration shall encumber, and run with, the Property and each parcel of land from time to time constituting a part thereof.

6. No Amendments without Consent. This Service Agreement and Declaration may not be amended, changed, or otherwise modified except with written consent of the City.

7. Governing Law. This Service Agreement and Declaration, and the obligations of the Owner and the rights of the Obligees hereunder, shall be governed by the substantive laws of the State of Ohio, without regard to choice of law principles.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, Developer, as the current Owner, has hereunto set its hand as of the date first above written.

Grand Communities, LLC

By: _____
Name: _____
Title: _____

STATE OF KENTUCKY)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Grand Communities LLC, a Kentucky limited liability company, who acknowledged that he signed the foregoing instrument as that officer for said company, for and on behalf of said limited liability company, and that the same is his free act and deed as such officer and individually, and the free act and deed of that limited liability company. This is an acknowledgement clause, no oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand at _____, _____, on this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

Acknowledged and Agreed to by:

City of Brookville, Ohio

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: Rodney Stephan
Title: Law Director

STATE OF OHIO)
) SS:
COUNTY OF Montgomery)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Brookville, Ohio, a municipality and political subdivision, who acknowledged that he signed the foregoing instrument as that officer for said company, for and on behalf of said limited liability company, and that the same is his free act and deed as such officer and individually, and the free act and deed of that limited liability company. This is an acknowledgement clause, no oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand at _____, Ohio, on this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

This instrument prepared by:

Richard C. Spoor, Esq.
Keating Muething & Klekamp, P.L.L.
1 E. 4th Street, Suite 1400
Cincinnati, Ohio 45202

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

See Attached

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

WHEREAS, pursuant to Ohio Revised Code (“*ORC*”) Section 5709.40(C), the City Council of the City of Brookville, Ohio (the “*City*”), desires to create the “Meadowlark Incentive District” (the “*Proposed District*”) and to declare improvements to parcels of real property located within the Proposed District to be a public purpose and exempt from taxation; and

WHEREAS, the real property specifically identified and depicted on Exhibit A (collectively, the “*Parcels*”) is located in the City of Brookville, Montgomery County, Ohio; and

WHEREAS, the boundary of the Proposed District would be coextensive with the boundary of the Parcels within the Proposed District as further depicted and described on Exhibit A; and

WHEREAS, Section 5709.40(A)(5) of the ORC requires the Proposed District to (1) be not more than three hundred acres in size enclosed by a contiguous boundary and (2) have one or more distress characteristics, which may include a certification from the engineer for the political subdivision that there is inadequate public infrastructure serving the Proposed District, evidenced by a written economic development plan for the Proposed District pursuant to ORC 5709.40(A)(5)(f);

WHEREAS, the area within the Proposed District has been studied and the “Meadowlark Development Plan – Residential Incentive District” (the “*Development Plan*”) has been prepared for that area, detailing the development needs of the Parcels and the Proposed District; and

WHEREAS, the City intends to adopt such Development Plan and to create the Proposed District through an ordinance should the City of Brookville’s engineer certify, upon review of the Development Plan, that the Proposed District meets the size requirements of ORC 5709.40(A)(5) and that the public infrastructure serving the Proposed District is inadequate; and

WHEREAS, the undersigned acting engineer for the City of Brookville, Ohio has reviewed the Development Plan;

NOW, THEREFORE, I certify that I am the duly appointed, qualified, and acting city engineer of the City of Brookville, Ohio, and that:

1. The Proposed District contains an area not more than three hundred acres in size enclosed by a continuous boundary.

2. The public infrastructure serving the Proposed District is inadequate to meet the development needs of that Proposed District as evidenced by the Development Plan.

Dated:

Name:

Title: City Engineer
City of Brookville, Ohio

EXHIBIT A

IDENTIFICATION AND MAP OF THE INCENTIVE DISTRICT

The enclosed area on the following map specifically identifies and depicts the Parcels and the boundaries of the Incentive District, and constitutes part of this Exhibit A. The following Parcel numbers are as of October 18 and are included for ease of reference only.

Parcel Numbers:

C05 00314 0056

C05 00314 0020

Map: See Attached

Grand Communities, LLC.
Preliminary Development Budget



Project/Phase Number:

Meadowlark (RFK+K)

Number of Homesites:

113

Size:

34' Minimum

Paired Pairs

Plans Date:

July 2024

Estimate Date:

February 2025

Prepared By:

B. Raybourne 2/13/25

Total Homesites:

113

Linear Feet of Street:

3,075

Cost Class	Excavation + Grading	Quantity	Units	Unit Price	Extension	Remarks
140	Excavation	31,165	CY	\$ 8.00	\$ 249,320.00	
140	Backfill Curb	6,010	LF	\$ 2.50	\$ 15,025.00	
140	Subgrade Preparation	11,770	SY	\$ 2.50	\$ 29,425.00	5' Behind Curb
140	Excavation (Utility Spoils)	3	LS	\$ 10,000.00	\$ 30,000.00	
					Sub-Total	\$ 323,770.00

Cost Class	Undercut/Soil Stabilization	Quantity	Units	Unit Price	Extension	Remarks
141	Undercut - Benching	2,210	CY	\$ 10.00	\$ 22,100.00	
					Sub-Total	\$ 22,100.00

Cost Class	Clearing + Grubbing	Quantity	Units	Unit Price	Extension	Remarks
142	Clearing + Grubbing	17	Acre	\$ 6,000.00	\$ 102,000.00	
					Sub-Total	\$ 102,000.00

Cost Class	Top Soil Stripping + Mowing	Quantity	Units	Unit Price	Extension	Remarks
144	Top Soil Stripping, Re-Spreading + Mowing	15,026	CY	\$ 9.00	\$ 135,234.00	
					Sub-Total	\$ 135,234.00

Cost Class	Erosion Control	Quantity	Units	Unit Price	Extension	Remarks
146	Stabilized Construction Entrance	3	Each	\$ 5,000.00	\$ 15,000.00	
146	Silt Fence	6,150	LF	\$ 2.00	\$ 12,300.00	
146	Curb Inlet Protection	24	Each	\$ 250.00	\$ 6,000.00	
146	Yard Inlet Protection	7	Each	\$ 250.00	\$ 1,750.00	
146	Erosion Control Maintenance	3	LS	\$ 5,000.00	\$ 15,000.00	
					Sub-Total	\$ 50,050.00

Cost Class	Seeding	Quantity	Units	Unit Price	Extension	Remarks
148	Permanent Seeding with Netting	12,820	SY	\$ 1.50	\$ 19,230.00	
148	Right-of-Way Seeding	6,510	SY	\$ 1.50	\$ 9,765.00	
148	Temporary Seeding (Over Lot)	12	Acre	\$ 2,500.00	\$ 31,000.00	
					Sub-Total	\$ 59,995.00

Cost Class	Geo-Technical/Sub-Surface Investigations	Quantity	Units	Unit Price	Extension	Remarks
160	Geo-Technical - Minimal Grading	113	Lot	\$ 250.00	\$ 28,250.00	
160	Geo-Technical - Per Phase	3	LS	\$ 5,000.00	\$ 15,000.00	
					Sub-Total	\$ 43,250.00

Cost Class	Storm Sewer	Quantity	Units	Unit Price	Extension	Remarks
180	12" HDPE	2,122	LF	\$ 60.00	\$ 127,320.00	
180	15" HDPE	642	LF	\$ 65.00	\$ 41,730.00	
180	18" HDPE	848	LF	\$ 70.00	\$ 59,360.00	
180	24" HDPE	382	LF	\$ 110.00	\$ 42,020.00	
180	15" Concrete Headwall	1	Each	\$ 1,600.00	\$ 1,600.00	
180	18" Concrete Headwall	3	Each	\$ 1,700.00	\$ 5,100.00	
180	24" Concrete Headwall	1	Each	\$ 2,400.00	\$ 2,400.00	
180	Curb and Gutter Inlet	24	Each	\$ 2,800.00	\$ 67,200.00	
180	Yard Drain - 2x2' (CB 2-2)	7	Each	\$ 1,900.00	\$ 12,500.00	
180	Rip-Rap	50	CY	\$ 200.00	\$ 10,000.00	
180	Storm Manhole	4	Each	\$ 4,500.00	\$ 18,000.00	
180	Overflow Structure	2	Each	\$ 5,000.00	\$ 10,000.00	
180	Pond Skimmer	2	Each	\$ 3,000.00	\$ 6,000.00	
180	Storm Teleswing	3,994	LF	\$ 2.00	\$ 7,988.00	
					Sub-Total	\$ 411,318.00

Cost Class	Sanitary Sewer Extension	Quantity	Units	Unit Price	Extension	Remarks
185	8" PVC Sanitary Sewer	69	LF	\$ 105.00	\$ 7,245.00	Including and downstream of MH-1
185	Sanitary Manhole + Castings	1	Each	\$ 6,500.00	\$ 6,500.00	
185	Sanitary Testing	69	LF	\$ 2.00	\$ 138.00	
185	Sanitary Teleswing	69	LF	\$ 2.00	\$ 138.00	
185	Traffic Control	1	Each	\$ 5,000.00	\$ 5,000.00	GCL Estimate
185	Adjust Existing Manhole Rim	1	Each	\$ 1,000.00	\$ 1,000.00	
185	Tie into Existing Sewer	1	Each	\$ 5,000.00	\$ 5,000.00	
					Sub-Total	\$ 25,021.00

Cost Class	Sanitary Sewer	Quantity	Units	Unit Price	Extension	Remarks
185	8" PVC Sanitary Sewer (SDR 35)	2,782	LF	\$ 105.00	\$ 292,110.00	
185	Sanitary Manhole + Castings	11	Each	\$ 6,500.00	\$ 71,500.00	
185	Sanitary Cleanout	48	Each	\$ 1,800.00	\$ 86,400.00	
185	8"x6" PVC Wye	48	Each	\$ 225.00	\$ 10,800.00	
185	5" Sanitary Laterals - PVC	1,920	LF	\$ 85.00	\$ 163,200.00	
185	Sanitary Testing	2,782	LF	\$ 2.00	\$ 5,564.00	
185	Sanitary Teleswing	2,782	LF	\$ 2.00	\$ 5,564.00	
185	Adjust Existing Manhole Rim	2	Each	\$ 1,000.00	\$ 2,000.00	
185	Tie into Existing Sewer	2	Each	\$ 5,000.00	\$ 10,000.00	
					Sub-Total	\$ 647,138.00

Cost Class	Powered Utilities	Quantity	Units	Unit Price	Extension	Remarks
190	Crossover Pipe - Various Sizes (50)	1,740	LF	\$ 50.00	\$ 87,000.00	
					Sub-Total	\$ 87,000.00

Grand Communities, LLC.
Preliminary Development Budget

Project/Phase Number:

Meadowlark (RFK+K)

Number of Homesites:

113

Size: 34' Minimum

Paired Pairs:

Plans Dated: July 2024

Estimate Date: February 2025

Prepared By: B. Raybourne 2/13/25

Total Homesites:

113

Linear Feet of Street:

3,075

Cost Class	Water Lines	Quantity	Units	Unit Price	Extension	Remarks
195	3" Water Main (DIP)	3,100	LF	\$ 75.00	\$ 232,500.00	
195	Fire Hydrant	9	Each	\$ 7,200.00	\$ 64,800.00	
195	Temporary Plug and Block	3	Each	\$ 400.00	\$ 1,200.00	
195	Valve w/ Box - 9"	10	Each	\$ 1,600.00	\$ 16,000.00	
195	3/4" Water Tap - Service (Short)	57	Lot	\$ 1,200.00	\$ 68,400.00	
195	3/4" Water Tap - Service (Long)	57	Lot	\$ 2,000.00	\$ 114,000.00	
195	Tie into Existing Main	3	Each	\$ 5,000.00	\$ 15,000.00	
195	Fittings, Wire - Tape	3	LS	\$ 3,000.00	\$ 9,000.00	
195	Waterline Testing	3,100	LF	\$ 1.50	\$ 4,650.00	
	Sub-Total				\$ 525,550.00	

Cost Class	Street Signs	Quantity	Units	Price	Extension	Remarks
210	Street Signs - DOT Stop Sign with Streets	6	Each	\$ 1,850.00	\$ 11,100.00	
210	Street Signs - Speed Limit	6	Each	\$ 500.00	\$ 3,000.00	
210	Street Signs - Road Barricade	4	Each	\$ 500.00	\$ 2,000.00	
	Sub-Total				\$ 16,100.00	

Cost Class	Streets - Base Paving	Quantity	Units	Unit Price	Extension	Remarks
220	Item 304 10" Aggregate Base	11,770	SY	\$ 38.00	\$ 447,260.00	6" Behind Curb
220	Item 441 1.75" Asphalt Intermediate	10,015	SY	\$ 12.00	\$ 120,180.00	
	Sub-Total				\$ 567,440.00	

Cost Class	Streets - Final Paving	Quantity	Units	Unit Price	Extension	Remarks
220	Item 448 - 1.25" Asphalt Concrete, Surface Course	10,015	SY	\$ 11.00	\$ 110,165.00	
220	Item 407 - Tack Coat	10,015	SY	\$ 3.50	\$ 35,052.50	
	Sub-Total				\$ 145,217.50	

Cost Class	Curb + Gutter	Quantity	Units	Unit Price	Extension	Remarks
225	Item 609 - Curb (Type 1.24" Straight Curb)	6,010	LF	\$ 24.00	\$ 144,240.00	
	Sub-Total				\$ 144,240.00	

Cost Class	Underground Elec/Phone/CATV/Gas	Quantity	Units	Unit Price	Extension	Remarks
240	Joint Trench Cost (Elec/Phone/Catv)	3,075	LF	\$ 20.00	\$ 61,500.00	
240	Gas Installation	3,075	LF	\$ -	\$ -	Per Division, No Gas in Community
	Sub-Total				\$ 61,500.00	

Cost Class	Street Lights/Miscellaneous	Quantity	Units	Unit Price	Extension	Remarks
270	Street Lights (Complete System)	11	Each	\$ 4,500.00	\$ 49,500.00	Assumed every 300' (GCL Estimate)
	Sub-Total				\$ 49,500.00	

Cost Class	Sidewalks	Quantity	Units	Unit Price	Extension	Remarks
280	Concrete Sidewalk (5' Wide minimum)	4,375	SF	\$ 10.00	\$ 43,750.00	
280	ADA Truncated Domes	14	Each	\$ 550.00	\$ 7,700.00	
	Sub-Total				\$ 51,450.00	

Cost Class	Civil Engineering	Quantity	Units	Unit Price	Extension	Remarks
400	Civil Engineering - Construction Plans	113	Lot	\$ 1,000.00	\$ 113,000.00	
400	Civil Engineering - Reimbursable Expenses/Misc	3	LS	\$ 2,500.00	\$ 7,500.00	
	Sub-Total				\$ 120,500.00	

Cost Class	Survey / Construction Staking	Quantity	Units	Unit Price	Extension	Remarks
408	Survey / Construction Layout	113	Lot	\$ 400.00	\$ 45,200.00	
408	Survey / As-Builts	3	LS	\$ 3,190.00	\$ 9,570.00	
408	Survey / Street Centerline Monumentation	113	Lot	\$ 140.00	\$ 15,820.00	
408	Survey / Record Plat	3	LS	\$ 5,940.00	\$ 17,820.00	
408	Survey / Lot Monumentation	113	Lot	\$ -	\$ -	Included with Centerline Monumentation
	Sub-Total				\$ 88,410.00	

Cost Class	Bonds	Quantity	Units	Unit Price	Extension	Remarks
420	Bonding - Performance (Public Improvements)	3	LS	\$ 5,000.00	\$ 15,000.00	Included in Inspection Fee
	Sub-Total				\$ 15,000.00	

Cost Class	Plan Review + Inspection Fees	Quantity	Units	Unit Price	Extension	Remarks
440	City of Brookville - Construction Plan Review Fee	3	LS	\$ 1,200.00	\$ 3,600.00	
440	City of Brookville - Stormwater Management Report Fee	3	LS	\$ 200.00	\$ 600.00	
440	City of Brookville - Major Subdivision Inspection Fee	3	LS	\$ 8,700.00	\$ 26,100.00	1% of Engineer's Estimate
	Sub-Total				\$ 30,300.00	

Cost Class	Plat Fees	Quantity	Units	Unit Price	Extension	Remarks
442	City of Brookville - Final Plat Fee	3	LS	\$ 100.00	\$ 300.00	
442	Montgomery County - Recording Fee (Final Plat)	3	LS	\$ 40.00	\$ 120.00	\$40 minimum (\$0.10 per square inch)
	Sub-Total				\$ 420.00	

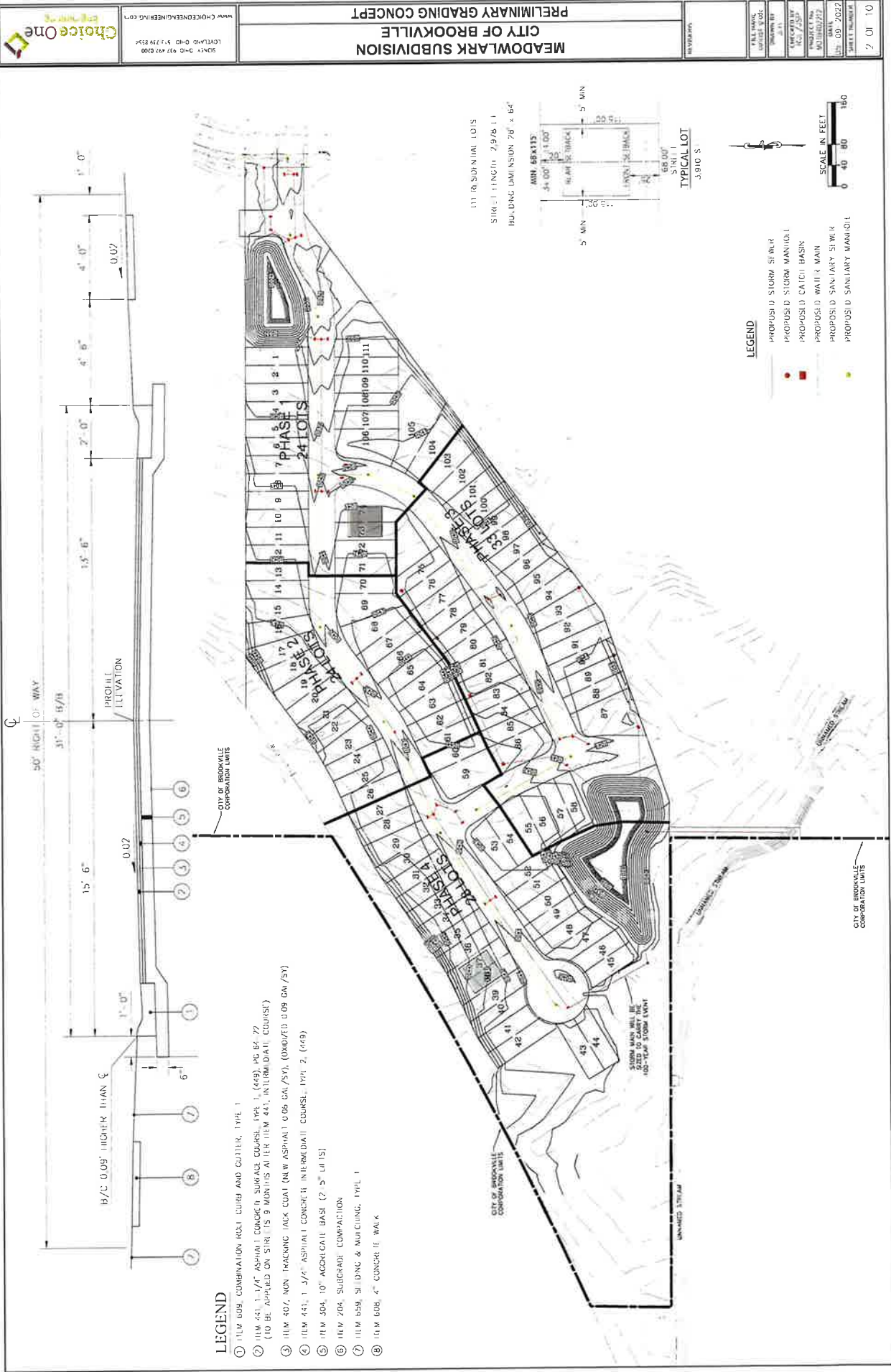
Cost Class	General Cleaning	Quantity	Units	Unit Price	Extension	Remarks
560	General Cleaning	113	Lot	\$ 100.00	\$ 11,300.00	
	Sub-Total				\$ 11,300.00	

Grand Communities, LLC.
Preliminary Development Budget

Project/Phase Number:	<u>Meadowlark (RFK+K)</u>			Plans Dated:	<u>July 2024</u>
Number of Homesites:	<u>113</u>	Size:	<u>34' Minimum</u>	Estimate Date:	<u>February 2025</u>
Total Homesites:	<u>113</u>			Prepared By:	<u>B. Raybourne 2/13/25</u>
Linear Feet of Street:	<u>3,075</u>				

Cost Class	Warranty/Repair	Quantity	Units	Unit Price	Extension	Remarks
830	Warranty/Repair/Bond Release	113	Lot	\$ 200.00	\$ 22,600.00	
					Sub-Total	\$ 22,600.00

GRAND TOTALS					Remarks
Meadowlark (RFK+K)					
Total Cost					\$ 3,761,403.50 \$ 3,761,403.50
Cost Per Linear Foot of Street					\$ 1,223.22
Cost Per Lot					\$ 33,286.76



LEGEND

- 1 11W 609, COMBINATION ROLL CURB AND GUTTER, TYPE 1
- 2 11W 441, 1-1/4" ASPHALT CONCRETE SURFACE COURSE, 199, 1, 449, 454, 472 (TO BE APPLIED ON SITE 15-9 MONTHS AFTER ITEM 441, INTERMEDIATE COURSE)
- 3 11W 407, NON TRACKING JACK COAT (NW ASPHALT 0.05 GA/5Y, (OXO/ED 0.09 GA/5Y)
- 4 11W 441, 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, 199, 2, 449
- 5 11W 304, 10" AGGREGATE BASE (2-5" LOTS)
- 6 11W 204, SUBGRADE COMPACTION
- 7 11W 659, SILDING & MAINTENANCE, TYPE 1
- 8 11W 608, 4" CONCRETE WALK

LEGEND

- PROPOSED STORM SEWER
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE





COASTAL COTTAGE



WESTERN CRAFTSMAN



COASTAL COTTAGE
WITH OPTIONAL LOFT



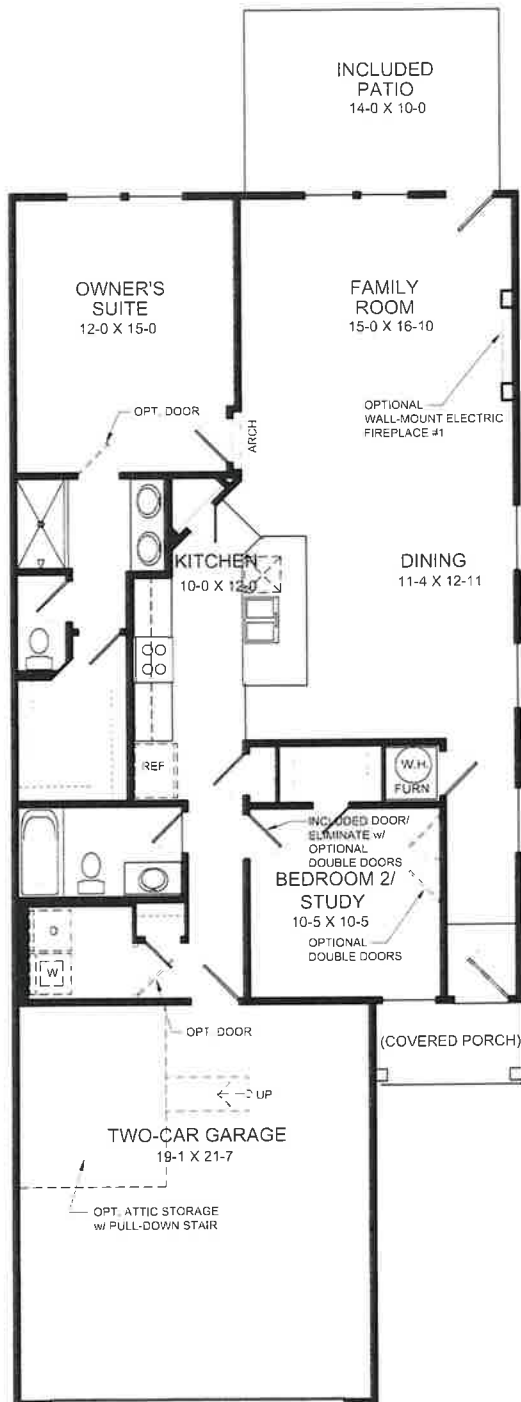
WESTERN CRAFTSMAN
WITH OPTIONAL LOFT

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Our Plans Include You

welcome home.

Approximately 1247 sq ft and Up



FIRST FLOOR FEATURES

- Open Floor Plan with Island Kitchen
- Included Living Room / Optional Study
- Included First Floor Owner's Suite
- Large Owner's Suite Walk-in Closet
- Optional Double Vanity in Owner's Bath
- Included First Floor Deck
- Included Two-Car Garage
- Optional Electric Fireplace
- Included Covered Porch Entry

OPTIONAL LOWER LEVEL

- Included Large Finished Lower Level
- Included Full Bath
- Included Bedroom 2 / Optional Bedroom 3
- Optional Wet Bar

FINISHED FIRST FLOOR= 1247 SQ. FT.
 FINISHED LOWER LEVEL= 948 SQ. FT.
 TOTAL FINISHED= 2,195 SQ. FT.
 UNFINISHED LOWER LEVEL= 248 SQ. FT.
 GARAGE= 416 SQ. FT.
 FRONT PORCH= 38 SQ. FT.
 TOTAL UNDER ROOF= 1,701 SQ. FT.

FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)

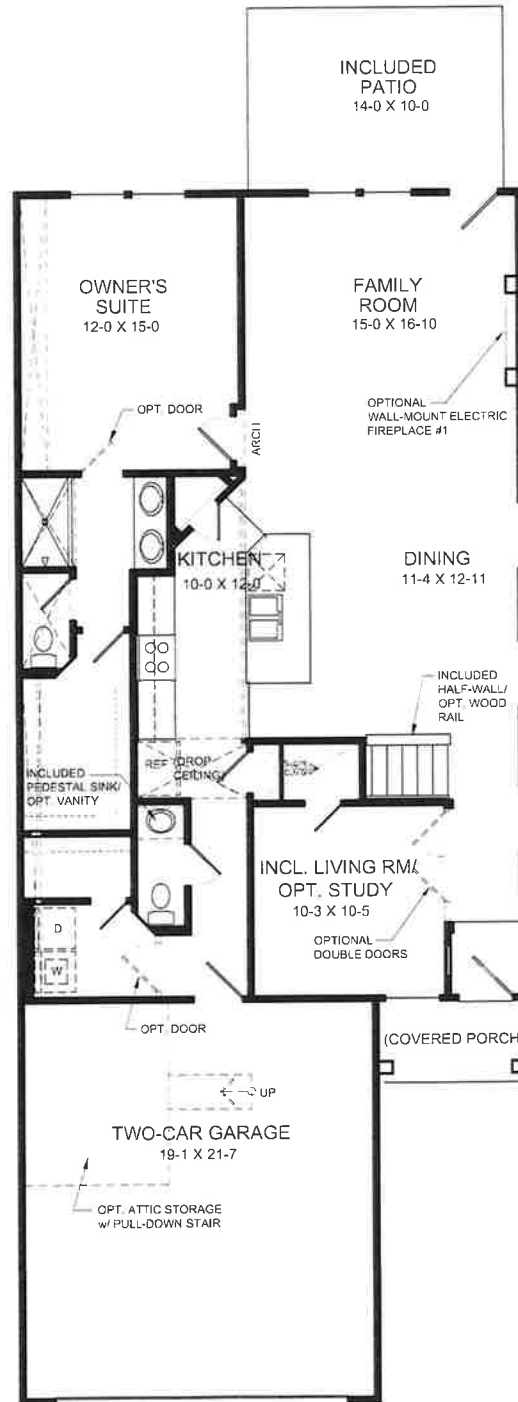


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Our Plans Include You



FIRST FLOOR DESIGN WITH OPTIONAL LOFT

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT, NOT AVAILABLE WITH OPTIONAL LOWER LEVEL)

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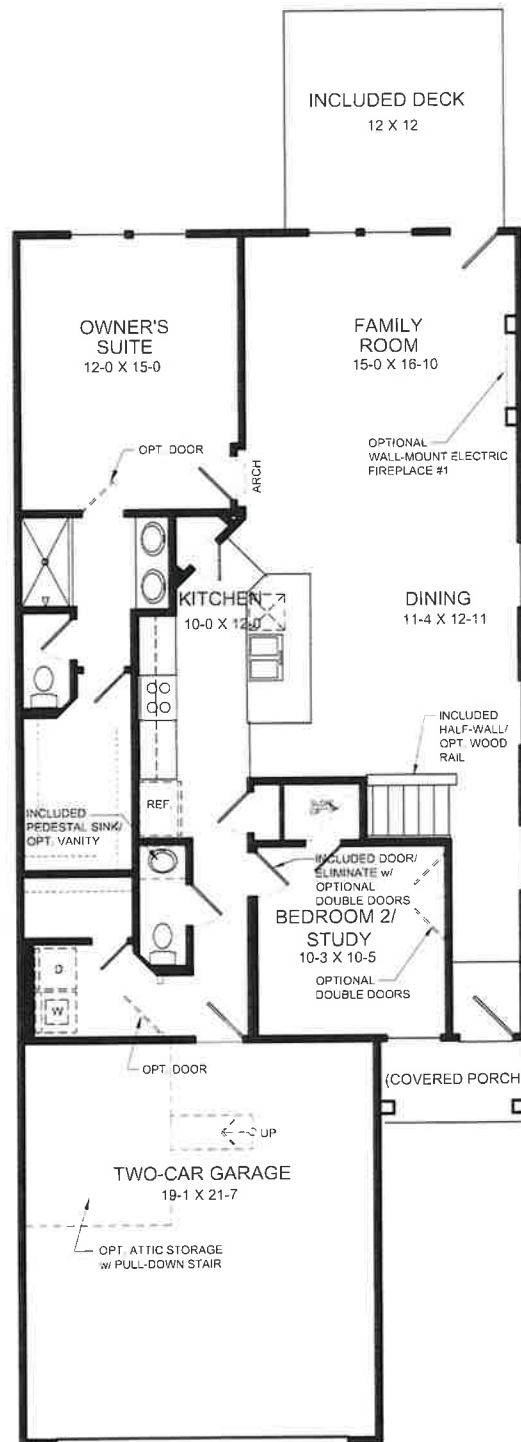
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Our Plans Include You

welcome home.

Approximately 1247 sq ft and Up



FIRST FLOOR DESIGN WITH OPTIONAL FINISHED LOWER LEVEL

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT, NOT AVAILABLE WITH OPTIONAL LOFT)



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FISCHER HOMES

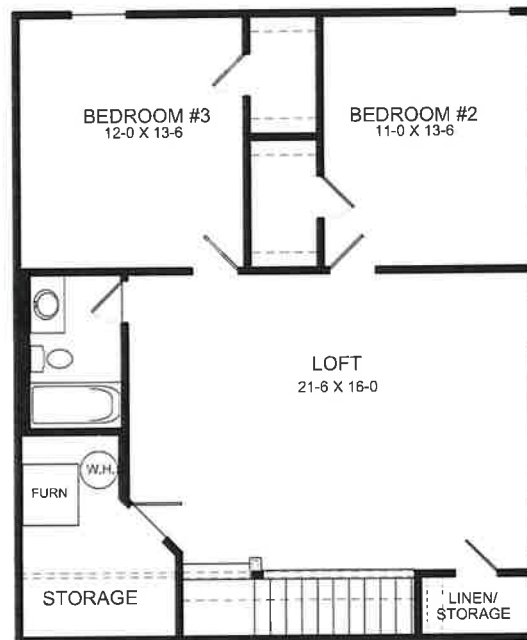


WEMBLEY

Paired Patio Home Collection

welcome home.

Approximately 1247 sq ft and Up



OPTIONAL LOFT DESIGN

(INCLUDED 8FT CEILING HEIGHT)

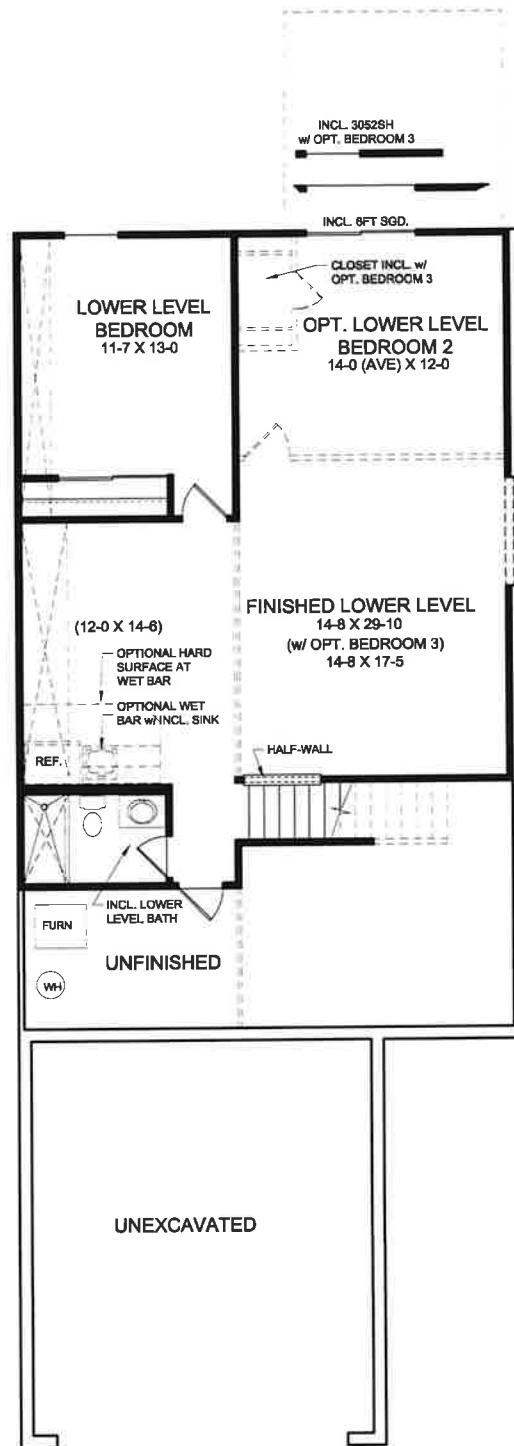


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Our Plans Include You



OPTIONAL FINISHED LOWER LEVEL DESIGN

(INCLUDED 8FT CEILING HEIGHT, INCLUDES FINISHED REC. R.M., BEDROOM 2 & BATHROOM)



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Our Plans Include You

welcome home.

Approximately 1657 sq ft and Up



WESTERN CRAFTSMAN

designed by *FH*



COASTAL COTTAGE

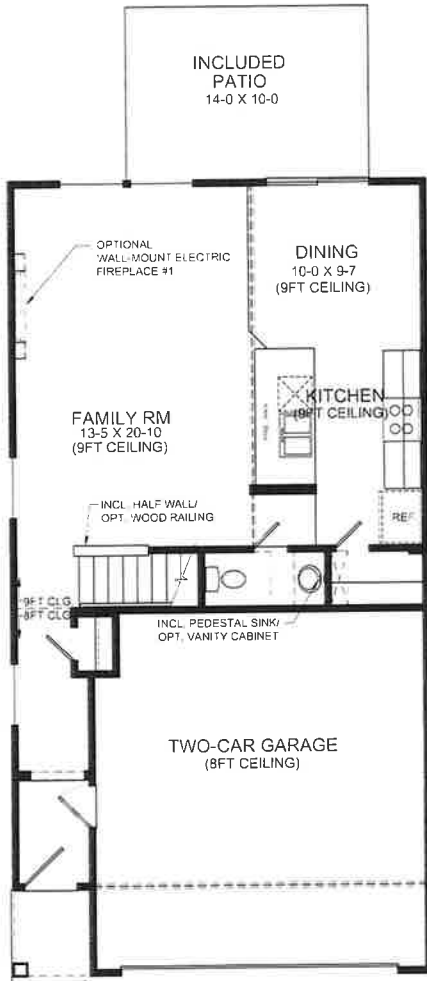
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Our Plans Include You

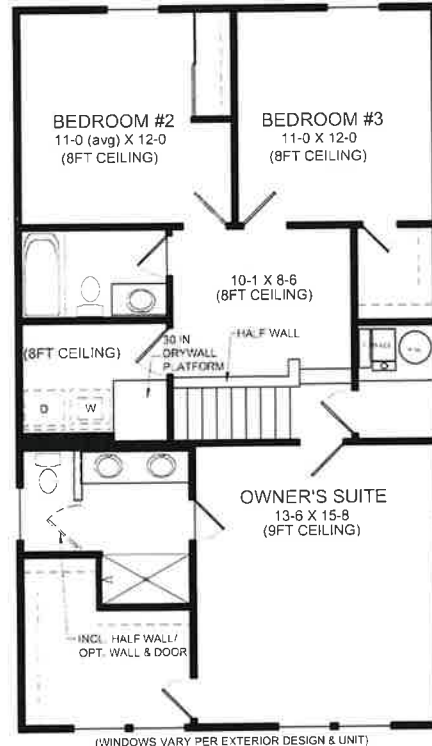
welcome home.

Approximately 1657 sq ft and Up



FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



SECOND FLOOR DESIGN

FIRST FLOOR FEATURES

- Open Plan Design
- 9ft Ceiling Height in Family Room, Dining and Kitchen
- Large Kitchen Pantry
- Included Outdoor Patio
- Included Covered Entry
- Included Two-Car Garage

SECOND FLOOR FEATURES

- Large Owner's Suite with Private Bath
- Large Owner's Walk-in Closet
- Optional Double Vanity in Owner's Bath
- Included 9ft Ceiling in Owner's Suite
- Three Total Bedrooms Included
- Optional Second Owner's Suite with Private Bath in lieu of Bedrooms Two and Three
- Convenient Second Floor Laundry

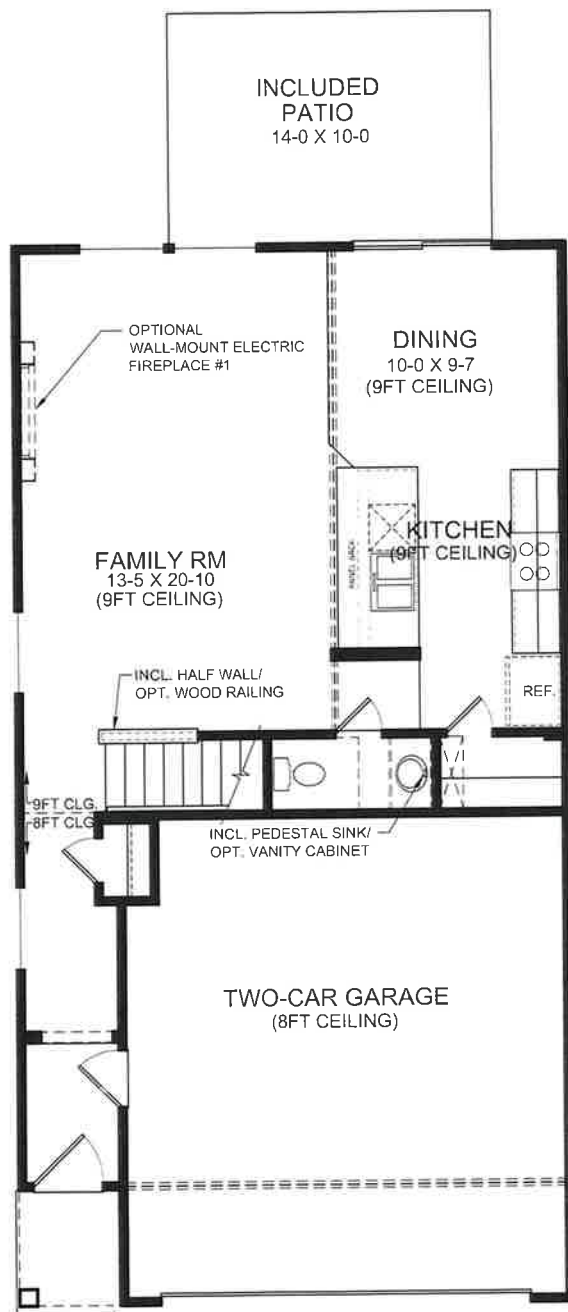
FINISHED FIRST FLOOR= 676 SQ. FT.
FINISHED SECOND FLOOR= 981 SQ. FT.
TOTAL FINISHED= 1,657 SQ. FT.
GARAGE= 389 SQ. FT.
FRONT PORCH= 20 SQ. FT.
TOTAL UNDER ROOF= 2,066 SQ. FT.



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FIRST FLOOR DESIGN

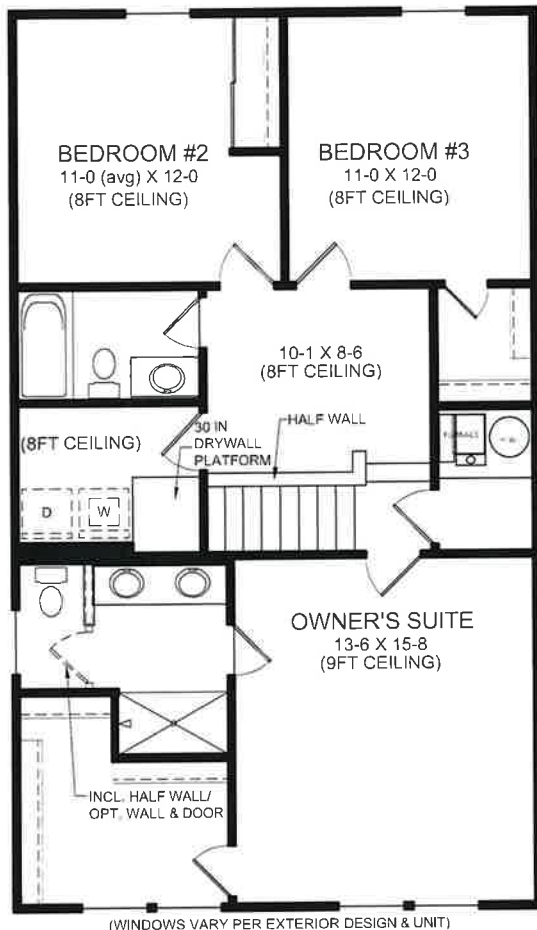
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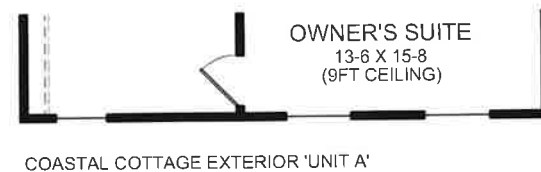
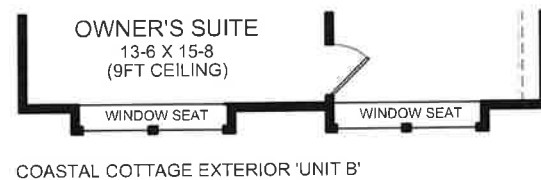
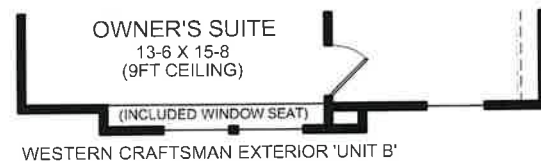
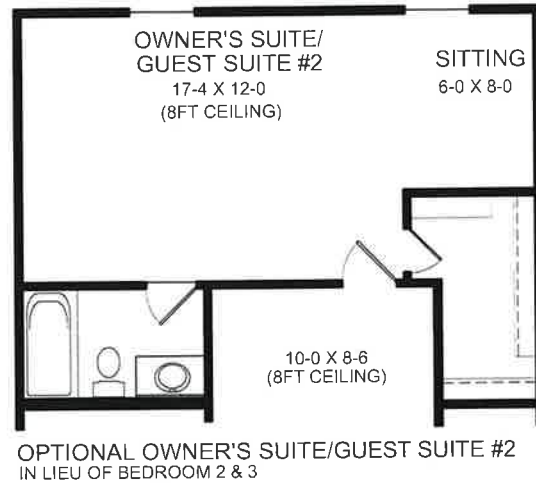
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SECOND FLOOR DESIGN
(SHOWN AS WESTERN CRAFTSMAN EXTERIOR- 'UNIT A')



SECOND FLOOR DESIGN OPTIONS



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RVSD. 03/22
IM 10/20



Richard C. Spoor

February 12, 2025

Mr. Rod Stephan
Law Director
301 Sycamore Street
Brookville, Ohio 45309

Re: Meadowlark Ordinance Consideration

Director Stephan,

I am writing to you today on behalf of my client Grand Communities, LLC. As you know, Grand Communities ("Grand") is pursuing the development of the project known as the Meadowlark Development (the "Project"). In connection with undertaking the Project, Grand has requested the City of Brookville (the "City") consider the passage of a Tax Increment Financing ordinance (the "Ordinance") which would, among other matters, designate the Project to be within an Incentive District.

We understand and appreciate that the City's standard practice in the consideration of ordinances is to hold the three readings required under Ohio Revised Code 731.17; however, for the reasons outlined below, my client respectfully requests that the City Council consider suspension of the three readings requirement pursuant to Ohio Revised Code 731.17(A)(2).

Passage and effectiveness of the Ordinance is a necessary and critical step toward the development of the Project. The full effectiveness of the Ordinance is a prerequisite step for the consummation of the acquisition of the site and the commencement of construction activities. With the construction season rapidly approaching, the need to finalize all prerequisites has become critical.

Therefore, in order to avoid a substantial and costly delay, Grand respectfully requests that the City consider suspension of the three readings requirement in connection with the Ordinance.

Keating Muething & Klekamp PLL

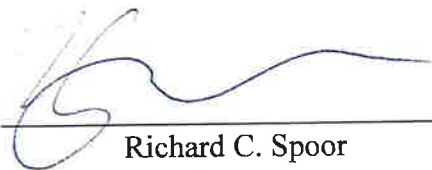
Attorneys at Law

One East Fourth Street, Suite 1400 Cincinnati, Ohio 45202
P: 513.579.6400 F: 513.579.6437 E: info@kmlaw.com

Mr. Rod Stephan
February 12, 2025
Page 2

Sincerely,

By:

A handwritten signature in blue ink, appearing to be 'R. Spoor', written over a horizontal line.

Richard C. Spoor
Partner

14287390.1

RESOLUTION 25-03

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FINDING THAT THE COMMUNITY REINVESTMENT AREA #2 AGREEMENT OF GIANT OHIO LLC DATED JUNE 21, 2017 IS IN COMPLIANCE AND THAT THE COMMUNITY REINVESTMENT AREA AGREEMENT BE CONTINUED.

WHEREAS, the Tax Incentive Review Council (TIRC) of the City of Brookville Community Reinvestment Area #2 held an annual meeting on March 25, 2025; and

WHEREAS, the TIRC reviewed the compliance of Giant Ohio, LLC to the terms and conditions of a certain Community Reinvestment Area Agreement dated June 21, 2017; and

WHEREAS, the TIRC found that Giant Ohio, LLC is in compliance with the terms and conditions of the aforementioned Community Reinvestment Area #2 Agreement and that the Community Reinvestment Area #2 Agreement of Giant Ohio, LLC be continued.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO THAT:

SECTION I: The written recommendation of the TIRC finding that Giant Ohio, LLC has complied with the terms and conditions of the Community Reinvestment Area #2 Agreement dated June 21, 2017 and that the agreement be continued is hereby accepted and approved by this City Council.

SECTION II: The Community Reinvestment Housing Officer shall report the acceptance by this City Council of the recommendations of the TIRC to the Ohio Development Services Agency.

SECTION III: This Resolution shall take effect and be in force thirty (30) days after passage as provided by the Charter of the City of Brookville, Ohio.

PASSED this _____ day of _____, 2025.

ATTEST:

KIMBERLY DUNCAN, CLERK

CHARLES LETNER, MAYOR

CERTIFICATE

The undersigned, Clerk of the City of Brookville, does hereby certify that the foregoing is a true and correct copy of Resolution No. 25-03, passed by the Council of the City of Brookville, Ohio, on the _____ day of _____, 2025.

KIMBERLY DUNCAN, CLERK

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 25-03 was posted at the City Building, US Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____, 2025, to the _____ day of _____, 2025, both days inclusive.

KIMBERLY DUNCAN, CLERK

RESOLUTION 25-04

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FINDING THAT THE ENTERPRISE ZONE AGREEMENT OF GREEN TOKAI CO. LTD. DATED MARCH 25, 2016 IS IN COMPLIANCE AND THAT THE ENTERPRISE ZONE AGREEMENT BE CONTINUED.

WHEREAS, the Tax Incentive Review Council (TIRC) of the City of Brookville Enterprise Zone held an annual meeting on March 25, 2025; and

WHEREAS, the TIRC reviewed the compliance of Green Tokai Co. Ltd. to the terms and conditions of a certain Enterprise Zone Agreement dated March 25, 2016; and

WHEREAS, the TIRC found that Green Tokai Co. Ltd. is in compliance with the terms and conditions of the aforementioned City of Brookville Enterprise Zone Agreement and that the Enterprise Zone Agreement of Green Tokai Co. Ltd. be continued.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO THAT:

SECTION I: The written recommendation of the TIRC finding that Green Tokai Co. Ltd. has complied with the terms and conditions of the Enterprise Zone Agreement dated March 25, 2016 and that the agreement be continued is hereby accepted and approved by this City Council.

SECTION II: The Community Reinvestment Housing Officer shall report the acceptance by this City Council of the recommendations of the TIRC to the Ohio Development Services Agency.

SECTION III: This Resolution shall take effect and be in force thirty (30) days after passage as provided by the Charter of the City of Brookville, Ohio.

PASSED this _____ day of _____, 2025.

ATTEST:

KIMBERLY DUNCAN, CLERK

CHARLES LETNER, MAYOR

CERTIFICATE

The undersigned, Clerk of the City of Brookville, does hereby certify that the foregoing is a true and correct copy of Resolution No. 25-04, passed by the Council of the City of Brookville, Ohio, on the _____ day of _____, 2025.

KIMBERLY DUNCAN, CLERK

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Resolution No. 25-04 was posted at the City Building, US Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____, 2025, to the _____ day of _____, 2025, both days inclusive.

KIMBERLY DUNCAN, CLERK

ORDINANCE 2025-09

AN ORDINANCE APPROVING AN APPLICATION FOR A "DESIGNATED OUTDOOR REFRESHMENT AREA" AND ESTABLISHING A "DESIGNATED OUTDOOR REFRESHMENT AREA" IN THE CITY OF BROOKVILLE, OHIO.

WHEREAS, Section 4301.82 of the Ohio Revised Code permits a municipal corporation with a population of less than Fifty Thousand to create a Designated Outdoor Refreshment Area, also known as a "DORA", within its corporate limits.

WHEREAS, on March 31, 2025, the City Manager filed an application with City Council for approval of a Designated Outdoor Refreshment Area in a specified area of the City described in the application, a copy of said application being attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 4301.82(C) of the Ohio Revised Code, notice of the filing of the application for a Designated Outdoor Refreshment Area was published in a newspaper of general circulation in the City of Brookville, Ohio.

WHEREAS, City Council conducted a public hearing to consider public comment on the application; and

WHEREAS, City Council finds the application to be in compliance with Ohio Revised Code Section 4301.82(D); and

WHEREAS, City Council finds that the approval of the Designated Outdoor Refreshment Area to be located in the Community Center District will promote the development of businesses in the district and enhance special events in this district.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO THAT:

SECTION I: City Council finds that the application for a Designated Outdoor Refreshment Area, as set forth in Exhibit "A" attached hereto, meets all of the requirements of Section 4301.82 of the Ohio Revised Code and hereby approves the application for the designation of certain property in the City of Brookville, Ohio as a Designated Outdoor Refreshment Area.

SECTION II: City Council hereby determines that all public notice requirements of Section 4301.82 of the Ohio Revised Code have been complied with prior to passage of this Ordinance.

SECTION III: The City Council has established the requirements set forth in 4301.82(F)(1) of the Ohio Revised Code for the Designate Outdoor Refreshment Area, as specified in the approved application set forth in Exhibit "A", for the boundaries of the Designated Outdoor Refreshment Area, including street addresses, the number, spacing and type of signage designating the area,

the hours of operation of the area, the number of personnel needed to ensure public safety in the area, a sanitation plan that will help maintain the appearance and public health of the area, the number of personnel needed to execute the sanitation plan, and a requirement that beer and intoxicating liquor be served solely in plastic bottles or other non-glass containers in the area.

SECTION IV: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION V: This Ordinance shall take effect thirty (30) days after passage by the Council of the City of Brookville as provided by the Charter of the City of Brookville.

PASSED this _____ day of _____, 2025.

ATTEST:

Kimberly Duncan, Clerk

Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, does hereby certify that the foregoing is a true and correct copy of Ordinance No. 2025-09, passed by the Council of the City of Brookville, Ohio, on the _____ day of _____, 2025.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Ordinance No. 2025-09 was posted at the City Building, US Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the _____ day of _____, 2025, to the _____ day of _____, 2025, both days inclusive.

Kimberly Duncan, Clerk

**APPLICATION TO THE CITY OF BROOKVILLE CITY COUNCIL
DESIGNATED OUTDOOR REFRESHMENT AREA
OHIO REVISED CODE 4301.82**

The City Manager of the City of Brookville, Ohio respectfully submits the following application to the City of Brookville City Council to approve and enact the Designated Outdoor Refreshment Area in the City of Brookville in accordance with Ohio Revised Code 4301.82.

Submitted:

By: _____

John F. Kuntz III

City Manager

Date: _____

Received by City Council

Charles Letner, Mayor

Date: _____

I. INTRODUCTION AND SUBMITTAL OF APPLICATION

The City Manager respectfully submits the following application to City Council of the City of Brookville, Ohio to approve and establish a Designated Outdoor Refreshment Area (hereinafter "DORA") pursuant to Ohio Revised Code Section 4301.82. The proposed application meets all of the State of Ohio requirements.

Effective March 23, 2022, Section 4301.82(B)(1)(b) of the Ohio Revised Code permits a municipal corporation with population of fifty thousand or less to designate no more than three hundred twenty contiguous acres as a Designated Outdoor Refreshment Area. Section 4301.82(D)(2) provides that a municipal corporation with a population of fifty thousand or less shall not create more than three Designated Outdoor Refreshment Areas. A DORA is an area where the open carry restrictions do not apply at particular hours, and adults are permitted to possess and consume alcohol in public, with certain restrictions. In order to consider the creation of a DORA, the executive officer of the municipal corporation must file an application with City Council which meets the statutory requirements set forth in Ohio Revised Code Section 4301.82(B). The application filing must be advertised in a newspaper of general circulation in the municipal corporation. Not earlier than 30 days, but not later than 60 days, after the initial publication of the notice, the City Council may approve or disapprove of the application by ordinance or resolution.

The purpose of this application is to request that the City Council establish a Designated Outdoor Refreshment Area (DORA) in the City of Brookville. The application includes the following sections.

SECTION II. POPULATION REQUIREMENTS
SECTION III. BOUNDARY MAP OF THE PROPOSED DORA
SECTION IV: NATURE AND TYPES OF ESTABLISHMENTS IN THE DORA
SECTION V. QUALIFIED PERMIT HOLDERS
SECTION VI. LAND USE AND ZONING
SECTION VII. SAFETY PLAN
SECTION VIII. SANITATION PLAN
SECTION IX. SIGNAGE PLAN
SECTION X. DORA RULES OF OPERATION

II. POPULATION REQUIREMENTS:

Pursuant to the requirements of Ohio Revised Code 4301.82, the City of Brookville is a municipal corporation with a population of less than fifty thousand, and this application

requests creating one DORA area which will be the first DORA area established in the City of Brookville. A municipal corporation with a population of fifty thousand or less shall not create more than three outdoor refreshment areas.

According to the most recent U.S. Decennial Census, the population of the City of Brookville on April 1, 2020 was 5989.

III. BOUNDARY MAP OF THE PROPOSED DORA

In accordance with Ohio Revised Code Section 4301.82(B)(1), the boundaries of the DORA are depicted in the map of the proposed Designated Outdoor Refreshment Area that is attached as Exhibit "A". The proposed DORA boundary encompasses 12 contiguous acres which complies with the requirement in 4301.82(B)(1)(b) requiring that the DORA be 320 contiguous acres or less for a municipal corporation with a population of fifty thousand or less .

The following is a list of street addresses of real property included within the specific boundaries of the DORA.

<u>STREET NAME</u>	<u>ADDRESS RANGE</u>	<u>EVEN/ODD</u>
MARKET STREET	7-302	EVEN AND ODD
MULBERRY STREET	1-100	EVEN AND ODD
MAIN STREET	24-214	EVEN
WALNUT STREET	10-21	EVEN AND ODD
HAY AVENUE	3-303	ODD

IV. NATURE AND TYPE OF ESTABLISHMENTS

In accordance with Ohio Revised Code 4301.82(B)(2), the nature and types of establishments that will be within the DORA are primarily business in the retail, restaurant, entertainment, and services sectors.

Within the DORA, the majority of the buildings have businesses consisting of retail, restaurants and commercial services on the first floor. The upper level floors have a mixture of business and residential space. There are also institutional uses typical of a historic downtown such as the Spitler House Museum, the Grunig Park, and public parking areas.

V. QUALIFIED PERMIT HOLDERS

In accordance with Ohio Revised Code Section 4301.82(B)(3), the proposed DORA complies with Ohio Revised Code Section 4301.82(D)(2) that a DORA in a municipal corporation with a population of fifty thousand or less shall include at least two qualified permit holders as defined in Ohio Revised Code Section 4301.82(A). The City of Brookville has identified three qualified permit holders that will be included in the DORA, which are identified as follows:

<u>PERMIT NUMBER</u>	<u>PERMIT HOLDER</u>	<u>ADDRESS</u>	<u>PERMIT CLASS</u>
7381467	PATRICIA A. RILEY DBA O RILEYS	12 MARKET ST.	D1,D2,D3,D3A
6221043	MULBERRY & MAIN LLC DBA MULBERRY & MAIN	130 MAIN ST.	D5
8931271	TIK TAKOS MEXICAN RESTAURANT LLC DBA TIK TAKOS	209 MARKET ST.	D1, D3

One permit, permit number 8931271, is currently pending-TIPSY TREATS AT THE SCOOP LLC, 230 MARKET ST.

VI. LAND USE AND ZONING

In accordance with Ohio Revised Code 4301.82(B)(4), the land uses within the DORA are zoned Community Center District (CC) and are in accordance with the City of Brookville Comprehensive Land Use Plan. The Comprehensive Land Use Plan designates the Community Center District as a downtown activity center with a mix of retail, office, commercial, civic, high density residential and cultural land uses. The Community Center district provides a compact, walkable, and architecturally distinctive area that serves as the heart of Brookville while providing land use choices to accommodate visitors, businesses, shoppers and residents.

The creation of DORA in the Community Center District aligns with the Comprehensive Land Use Plan objectives for the area to encourage community members and visitors to come to the Community Center District and to visit the restaurants, retail shops, and other businesses in the DORA.

VII. SAFETY PLAN

In accordance with Ohio Revised Code Section 4301.82(B)(5) and 4301.82(F)(1)(d), a Safety Plan has been developed to ensure public safety in the DORA, a copy of which is attached hereto as Exhibit "C". The Safety Plan can be executed with existing staff as set forth in the Safety Plan.

VIII. SANITATION PLAN

In accordance with Ohio Revised Code Section 4301.82(B)(5) and 4301.82(F)(1)(e) and (f), a Sanitation Plan has been developed that will help maintain the appearance and public health of the area within the DORA. A copy of the Sanitation Plan is attached hereto as Exhibit "D". The Sanitation Plan can be executed with existing staff as set forth in the Sanitation Plan.

IX. SIGNAGE PLAN

In accordance with Ohio Revised Code Section 4301.82(F)(1)(b), a minimum of signs will be displayed throughout the DORA. Boundary signs will be located at street intersections along the boundary of the DORA.

The number, location, and depiction of the signs is set forth in the Signage Plan attached hereto as Exhibit "E"

Every establishment that is not a qualified permit holder will display a green or red sign that either accepts or prohibits DORA drinks. The signs are depicted on Exhibit "E. "

Qualified permit holders that may serve DORA beverages will display navy signs informing patrons that DORA beverages can be purchased at the establishment. The sign is depicted in Exhibit "E".

X. RULES OF OPERATION

A. Hours of Occupation

In accordance with Ohio Revised Code Section 4301.82(F)(1)(c), the hours of operation for the DORA will be Thursday 4:00 pm to 10:00 pm, Friday, 4:00 pm to 10:00pm, and Saturday, 11:00 am to 10:00 pm.

City Council reserves the right by legislation to temporarily suspend DORA operations in order to accommodate the permitting of special events that may occur within the boundaries of the DORA.

B. Official DORA Container

In accordance with Ohio Revised Code Section 4301.82(F)(1)(g), beer, wine and intoxicating liquor shall only be consumed in the DORA as follows:

Beer, wine, and intoxicating liquor shall only be served and consumed within the DORA in 20 oz. or less non-glass containers. No other containers will be permitted.

The non-glass DORA containers shall be distinctly marked with the specifically designated stick approved by the City (the "Official DORA Sticker") as depicted on attached Exhibit "E". No other stickers will be permitted.

Used containers must be disposed of before entering any liquor establishment of a qualified permit holder or a business displaying a red DORA sign prohibiting DORA beverages.

C. Additional Requirements

In accordance with Ohio Revised Code Section 4301.82(B)(5), and in conjunction with other rules, standards and requirements set forth in this application, additional rules and requirements for the purpose of ensuring public safety and health within the DORA are as follows:

1. A person may have in the person's possession an open container of beer, wine, or intoxicating liquor at an outdoor location within the DORA if the open container of beer, wine, or intoxicating liquor was purchased from a qualified permit holder to which the following applies:

- a. The permit holder's premise is located within the DORA.
- b. The permit held by the permit holder has an outdoor refreshment area designation; and
- c. The open container consists of a non-glass container with the official DORA sticker.

2. No person shall do any of the following:

a. Enter the premises of an establishment of a qualified permit holder within the DORA while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere; or

b. Possess an open container of beer, wine, or intoxicating liquor while being in or on a motor vehicle within the DORA, unless the possession is otherwise authorized under division (D) or (E) of Ohio Revised Code Section 3201.62.

EXHIBIT "A"

MAP OF THE DORA AREA

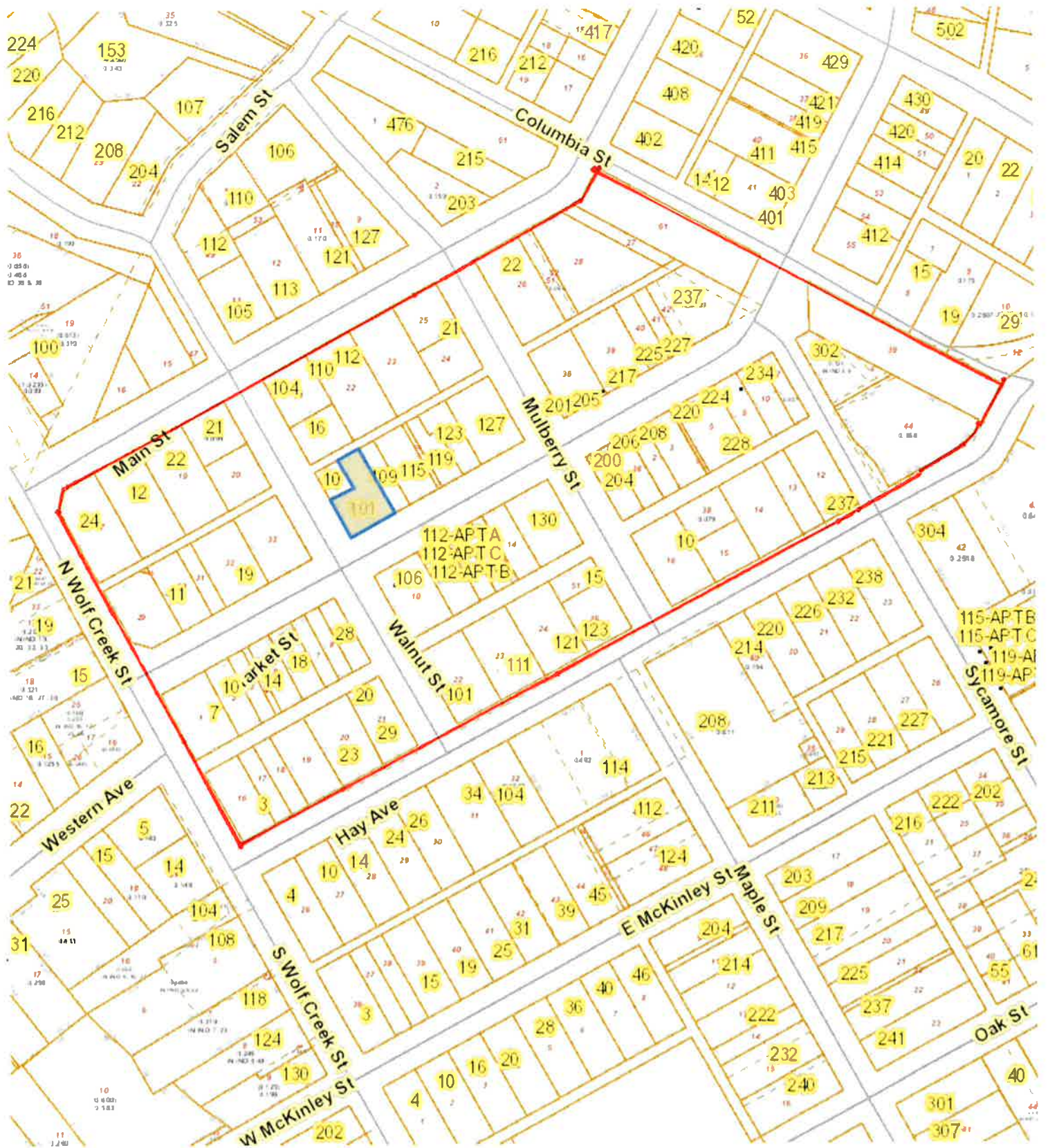
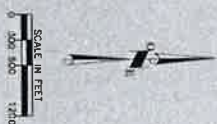
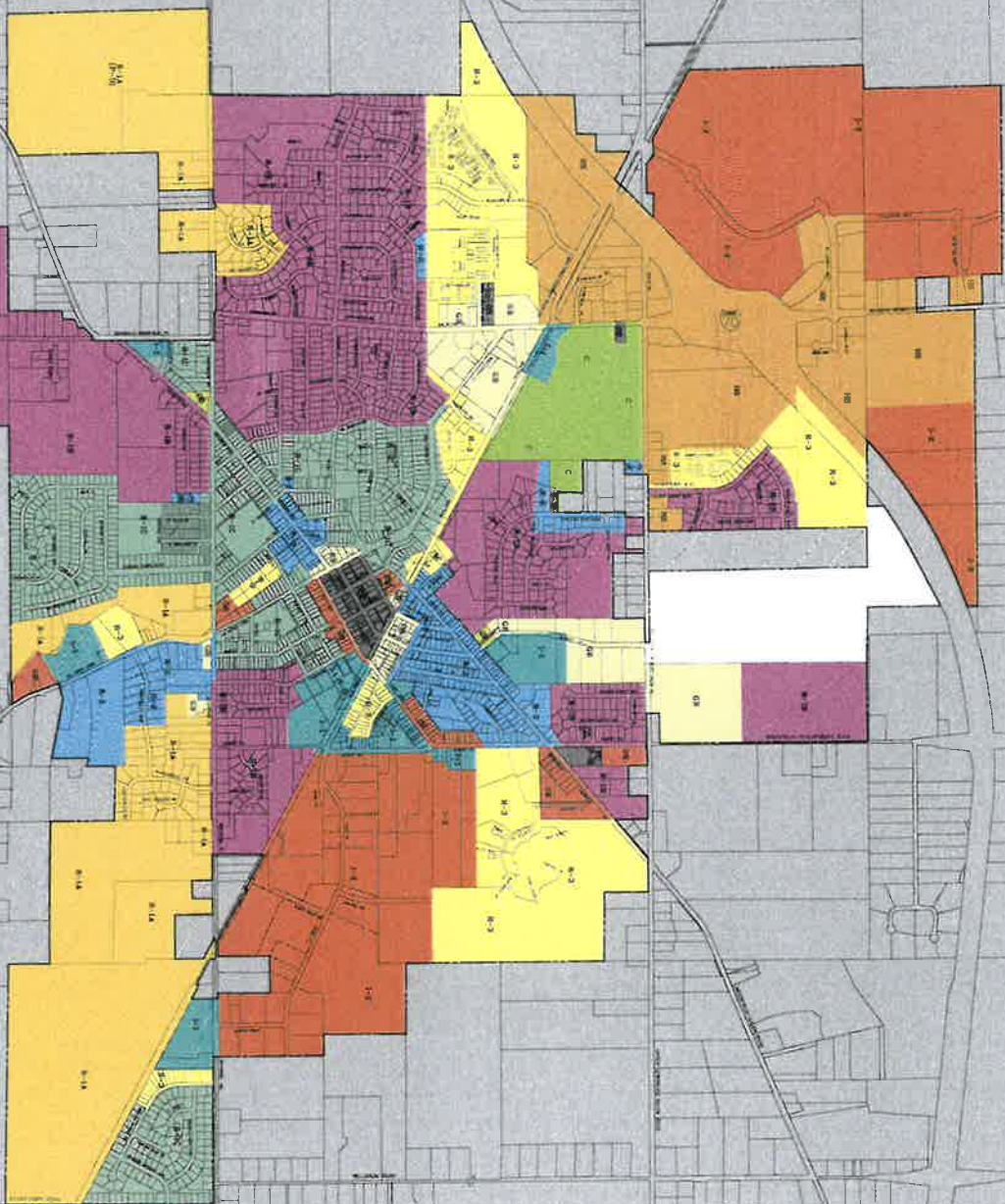


EXHIBIT "B"

ZONING MAP OF THE DORA AREA



OFFICIAL ZONING MAP



~ LEGEND ~

- | Color | Category | Sub-category |
|-------------------|------------------|-------------------------------------|
| Light Blue | Light Industrial | R-1A SUBURBAN RESIDENTIAL |
| Light Green | Light Industrial | R-1B URBAN RESIDENTIAL |
| Light Yellow | Light Industrial | R-1C URBAN RESIDENTIAL |
| Light Purple | Light Industrial | R-2 URBAN RESIDENTIAL |
| Light Orange | Light Industrial | R-3 MULTIFAMILY RESIDENTIAL |
| Light Pink | Light Industrial | R-4 OFFICE RESIDENTIAL |
| Light Brown | Light Industrial | CS OFFICE SERVICE |
| Light Grey | Light Industrial | CB CONVENIENCE BUSINESS |
| Light Blue-Grey | Light Industrial | GB GENERAL BUSINESS |
| Light Green-Grey | Light Industrial | HS HIGHWAY SERVICE |
| Light Yellow-Grey | Light Industrial | CC COMMUNITY CENTER |
| Light Purple-Grey | Light Industrial | I-1 LIGHT INDUSTRIAL |
| Light Orange-Grey | Light Industrial | I-2 GENERAL INDUSTRIAL |
| Light Pink-Grey | Light Industrial | PM PLANNED RESIDENTIAL |
| Light Brown-Grey | Light Industrial | PMH PLANNED MOBILE HOME RESIDENTIAL |
| Light Grey-Grey | Light Industrial | PP PLANNED COMMERCIAL |
| Light Blue-Grey | Light Industrial | PI PLANNED INDUSTRIAL |
| Light Green-Grey | Light Industrial | C CONSERVATION |
| Light Yellow-Grey | Light Industrial | FP FLOOD PLAIN |
| Light Purple-Grey | Light Industrial | PLAN DEVELOPMENT |
| Light Orange-Grey | Light Industrial | CORPORATION BOUNDARY |
| Light Pink-Grey | Light Industrial | ZONING DISTRICT BOUNDARIES |

DATE	REVISIONS	DESCRIPTION	INITIALS
03/07/03	ALL W/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 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EXHIBIT "C"

In accordance with Ohio Revised Code Section 4301.82(B)(5) the proposed requirements for the purpose of ensuring public safety within the Designated Outdoor Refreshment Area (DORA) are as follows:

PUBLIC SAFETY PLAN

City of Brookville Police Department and Fire Department will be responsible for providing public safety within the DORA through law enforcement and fire/EMS services.

Law Enforcement Responsibilities

The City of Brookville Police Department will be responsible for providing law enforcement services within the DORA. The police department will monitor the DORA during routine patrols. In the event that an above average number of people are in the DORA, the police department may assign additional officers and/or assign an officer to specifically patrol the DORA. The use of foot patrol and bicycle patrol will be considered as alternative methods of patrolling in the DORA.

For planned events in the DORA that may draw a larger than normal attendance, the Chief of Police may have additional officers and/or other agency personnel assigned specifically to the DORA.

Fire/EMS Responsibilities

The City of Brookville Fire Department will be responsible for providing Fire, Rescue and EMS within the DORA. Estimated response time would be 3 minutes to any area within the DORA.

For planned events in the DORA that may draw larger than normal attendance, the Fire Chief may stage personnel and/or equipment in a location within or near the DORA to allow for an immediate response.

Downtown Public Parking Map

The City of Brookville Downtown Public Parking Map is attached to Exhibit C.

EXHIBIT "D"

In accordance with Ohio Revised Code 4301.82(B)(5), the proposed requirements for the purpose of ensuring public health within the DORA are as follows:

SANITATION PLAN

City of Brookville Service Department will responsible for maintaining the appearance and public health within the DORA through trash collection, street sweeping, routine maintenance and signage placement.

There are six permanent trash receptacles placed throughout the DORA that will be serviced by the service department. The City will install signs on the existing trash receptacles for the DORA.

The service department will service the trash receptacles as needed.

EXHIBIT "E"

SIGNAGE